

In the opinion of Barnes & Thornburg, Indianapolis, Indiana, under existing laws, interest on the Notes (as hereinafter defined) is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended and in effect on the date of issuance of the Notes. In the opinion of Barnes & Thornburg, Indianapolis, Indiana, under existing laws, interest on the Notes is exempt from income taxation in the State of Indiana, except for the financial institutions tax. See "TAX MATTERS" and Appendix C herein.

\$866,435,000
INDIANA BOND BANK
Advance Funding Program Notes
Series 2003 A

Dated: Date of Delivery

Due: as shown below

The Advance Funding Program Notes, Series 2003 A (the "Notes") to be issued by the Indiana Bond Bank (the "Bond Bank"), pursuant to a Note Indenture, dated as of January 1, 2003 (the "Indenture"), between the Bond Bank and BNY Trust Company of Missouri, St. Louis, Missouri, as trustee (the "Trustee") will bear interest from the date of delivery of the Notes at the rates per annum, and will mature on the dates and in the principal amounts set forth below. The Notes will be issued only as fully registered notes in the denomination of \$5,000 or any integral multiple thereof. When issued, the Notes will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interest in the Notes will be made in book-entry-only form. Purchasers of beneficial interests in the Notes (the "Beneficial Owners") will not receive physical delivery of certificates representing their interest in the Notes. Interest on the Notes is payable at maturity, and such interest, together with the principal of the Notes, will be paid directly to DTC so long as the Notes are held in book-entry-only form. The final disbursement of such payments to the Beneficial Owners of the Notes will be the responsibility of the Direct Participants and the Indirect Participants, all as defined and more fully described herein. See "DESCRIPTION OF THE NOTES — Book-Entry-Only System."

The Notes are not subject to redemption prior to maturity.

The Notes are authorized by resolutions adopted by the Board of Directors of the Bond Bank and are issued under and secured by the Indenture, all pursuant to the laws of the State of Indiana (the "State"), particularly Indiana Code Title 5, Article 1.5 (the "Act"), for the purpose of providing funds to purchase tax anticipation obligations (the "Warrants") of certain Indiana school corporations, counties, cities, towns, townships, library corporations and other qualified entities (as defined in the Act) (the "Qualified Entities") which are authorized under Indiana law to issue Warrants in anticipation of the receipt of property taxes described in Indiana Code Title 6, Article 1.1 ("Ad Valorem Property Taxes") levied and in the course of collection for the Qualified Entities (and (a) in the case of school corporations, which may, in addition, in the sole discretion of the Bond Bank, be issued in anticipation of State tuition support distributions in the course of collection and (b) in the case of a township, which may, in addition, in the sole discretion of the Bond Bank, be made in anticipation of other revenues to be received by the township on or before December 31, 2003) during 2003. The principal of and interest on the Notes are payable from the proceeds of Warrant payments and other moneys held under the Indenture, including funds made available by the Credit Facility and the Investment Agreement, each as defined and described herein. As a condition to participating in the Bond Bank's advance funding warrant purchase program (the "Program"), each Qualified Entity has been required to enter into an Agreement, as defined and described herein, with the Bond Bank requiring, among other things, that the Qualified Entity pledge and appropriate sufficient Ad Valorem Property Taxes levied and in the course of collection to pay principal of and interest on all of its Warrants purchased under the Program on their respective maturity dates.

Payment of the principal of and interest on the Notes when due will be insured by a financial guaranty insurance policy to be issued by Ambac Assurance Corporation simultaneously with the delivery of the Notes. See "FINANCIAL GUARANTY INSURANCE POLICY."

Ambac

The Notes are limited obligations of the Bond Bank payable solely out of the revenues and funds of the Bond Bank pledged therefor under the Indenture, as more fully described herein. The Notes do not constitute a general or moral obligation of the Bond Bank and a debt service reserve will not be maintained by the Bond Bank for the Notes. The Notes do not constitute a debt, liability or loan of the credit of the State of Indiana (the "State") or any political subdivision thereof, including any Qualified Entity, under the constitution and laws of the State or a pledge of the faith, credit and taxing power of the State or any political subdivision thereof, including any Qualified Entity. The Bond Bank has no taxing power.

MATURITY SCHEDULE

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>
January 27, 2004	\$866,435,000	2.00%	1.10%

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

The Notes are being offered when, as and if issued by the Bond Bank and received by the Underwriters, subject to prior sale, to withdrawal or modification of the offer without notice, and to the approval of legality by Barnes & Thornburg, Indianapolis, Indiana, Bond Counsel. Certain legal matters will be passed on for the Bond Bank, by special issuer's counsel, Baker & Daniels, Indianapolis, Indiana, for each of the Qualified Entities, by their bond counsel, Bingham McHale LLP, Indianapolis, Indiana, for the Credit Facility Provider, The Bank of New York (the "Bank"), by its counsel, Emmet Marvin & Martin, LLP, New York, New York and for the Underwriters by their counsel, Mayer, Brown, Rowe & Maw, Chicago, Illinois. It is expected that the Notes will be available for delivery to DTC in New York, New York, on or about January 30, 2003.

JPMorgan

City Securities Corporation
McDonald Investments Inc.

Fifth Third Securities, Inc.
NatCity Investments, Inc.

Date: January 23, 2003

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE BOND BANK OR BY THE UNDERWRITERS TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS OFFICIAL STATEMENT, AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY ANY OF THE FOREGOING. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, AND THERE SHALL NOT BE ANY SALE OF ANY OF THE SECURITIES DESCRIBED HEREIN BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE. THE INFORMATION SET FORTH HEREIN HAS BEEN PROVIDED BY THE BOND BANK AND OTHER SOURCES WHICH ARE BELIEVED TO BE RELIABLE. THE INFORMATION PROVIDED BY SUCH OTHER SOURCES IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE BOND BANK OR ANY OTHER PERSON SUBSEQUENT TO THE DATE AS OF WHICH SUCH INFORMATION IS PRESENTED.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE NOTES AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET, AND SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE NOTES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE BOND BANK AND THE TERMS OF THE OFFERING, INCLUDING THE MERIT AND RISK INVOLVED. THE NOTES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION NOR HAS THE COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

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OFFICIAL STATEMENT

\$866,435,000

**Indiana Bond Bank
Advance Funding Program Notes
Series 2003 A**

INTRODUCTION

The purpose of this Official Statement, including the cover page and the appendices, is to set forth certain information concerning the issuance and sale by the Indiana Bond Bank (the “Bond Bank”) of its \$866,435,000 aggregate principal amount of Advance Funding Program Notes, Series 2003 A (the “Notes”). The Notes are authorized by a resolution adopted by the Board of Directors of the Bond Bank on November 12, 2002, as amended by a resolution adopted on December 12, 2002, and are issued under and secured by a Note Indenture dated as of January 1, 2003 (the “Indenture”), between the Bond Bank and BNY Trust Company of Missouri, St. Louis, Missouri, as trustee, registrar and paying agent (the “Trustee”), all pursuant to the laws of the State of Indiana (the “State”), particularly Indiana Code 5-1.5 (the “Act”).

The Program

The Bond Bank has previously established and is continuing a program (the “Program”) to purchase tax anticipation obligations (the “Warrants”) issued by certain Indiana school corporations, counties, cities, towns, townships, library corporations and other qualified entities (as defined in the Act) which are authorized under Indiana law to issue warrants (the “Qualified Entities”). The Program provides a mechanism for financing all or a portion of anticipated cash flow shortfalls in one or more funds of the Qualified Entities during 2003 for which property taxes described in Indiana Code 6-1.1 (“Ad Valorem Property Taxes”) in the course of collection have been budgeted, levied and appropriated for the payment of expenses of such funds. The proceeds from the sale of the Notes will be used (i) to purchase the Warrants of the Qualified Entities, (ii) to pay all or a portion of the fees to establish and provide a stand-by credit facility (the “Credit Facility”) from The Bank of New York (the “Bank”), as security for the payment of a portion of the Notes, (iii) to pay the premium for the financial guaranty insurance policy (the “Financial Guaranty Insurance Policy”) to be issued by Ambac Assurance Corporation (the “Insurer”) upon the delivery of the Notes, and (iv) to pay all or a portion of the costs of issuance of the Notes including Underwriters’ discount. See “SECURITY AND SOURCES OF PAYMENT FOR THE NOTES — The Qualified Entities and the Warrants” herein for a discussion of the Qualified Entities. The proceeds of the Warrants will provide funds in anticipation of the receipt by such Qualified Entities of Ad Valorem Property Taxes levied and in the course of collection (and (a) in the case of school corporations, in addition, in the sole discretion of the Bond Bank, in anticipation of State tuition support distributions in the course of collection and (b) in the case of a township, in addition, in the sole discretion of the Bond Bank, in anticipation of other revenues to be received by the township on or before December 31, 2003) during 2003. As of the date of the issuance of the Notes, each of the Qualified Entities will have entered into a Warrant Purchase Agreement (each, an “Agreement” and collectively, the “Agreements”) with the Bond Bank governing the issuance of the Warrants by the Qualified Entities and the terms of purchase thereof by the Trustee on behalf of the Bond Bank. See

“SUMMARY OF CERTAIN PROVISIONS OF THE WARRANT PURCHASE AGREEMENTS” in Appendix E.

Security and Sources of Payment for the Notes

The Notes will be issued under and secured by the Indenture. The principal of, and interest on, the Notes are payable from those revenues and funds of the Bond Bank which, together with the Warrants, are pledged pursuant to the Indenture for the benefit of the owners of the Notes without priority. The Notes do not constitute a general or moral obligation of the Bond Bank. The Bond Bank will not maintain a debt service reserve for the Notes and the provisions of Indiana Code 5-1.5-5, pertaining to a moral obligation of the Indiana General Assembly to replenish a debt service reserve, do not apply to the Notes. Neither the faith, credit nor taxing power of the State or any political subdivision thereof, including the Qualified Entities, is pledged to the payment of the principal of or interest on the Notes. The Notes are not a debt, liability, or loan of the credit of the State or any political subdivision thereof, including the Qualified Entities. The Bond Bank has no taxing power and has only those powers and sources of revenue set forth in the Act. The Notes are issued and secured separately from all other obligations issued by the Bond Bank.

The Notes are secured by the pledge of the Trust Estate established under the Indenture (the “Trust Estate”), which includes (a) all right, title and interest of the Bond Bank in, to and under the Warrants and the Agreements; (b) all right, title and interest in any and all other property, real, personal or mixed, from time to time conveyed, mortgaged, pledged, assigned or transferred as additional security under the Indenture by the Bond Bank or by anyone on behalf of the Bond Bank; (c) the proceeds from the sale of the Notes; (d) all revenues held in the Funds and Accounts (other than the Rebate Fund) under the Indenture; and (e) all rights of the Bond Bank in, to and under the Credit Facility and the Financial Guaranty Insurance Policy. All Notes will be secured equally and ratably by all of the foregoing. See “SECURITY AND SOURCES OF PAYMENT FOR THE NOTES.”

Payment of the principal of and interest on the Notes when due will be guaranteed under the Financial Guaranty Insurance Policy to be issued, upon the delivery of the Notes, by the Insurer. See “FINANCIAL GUARANTY INSURANCE POLICY” and Appendix F.

The principal source of payment on the Notes will be the principal and interest payments received by the Bond Bank from the Qualified Entities under the Warrants. The principal of and interest on the Warrants are payable out of certain Ad Valorem Property Tax revenues as further described under the caption, “SECURITY AND SOURCES OF PAYMENT FOR THE NOTES — Provisions for Payment of the Warrants.” The principal of and interest on the Warrants may also be payable from tuition support distributions from the State to be received by certain Qualified Entities which are school corporations. See “SECURITY AND SOURCES OF PAYMENT FOR THE NOTES — Provisions for Payment of the Warrants” and “THE PROGRAM — Program Participation and Borrowing Limits.”

It is anticipated that the proceeds of the Notes will be used to purchase Warrants under the Program from the Qualified Entities described in, and in the amounts set forth in, Appendix A of this Official Statement. The Bond Bank may also purchase Warrants with the proceeds of the Notes from other Qualified Entities or in additional amounts from participating Qualified

Entities if for any reason a Qualified Entity described in Appendix A does not participate, either in whole or in part, in the Program.

The Indenture provides that the Bond Bank will establish and maintain the Credit Facility with the Bank in the amount of \$59,000,000, to secure the payment of a portion of the principal of and interest on the Notes, subject to reduction for amounts paid from time to time by the Bank for deposit into the General Fund pursuant to the provisions of the Indenture. See “SECURITY AND SOURCES OF PAYMENT FOR THE NOTES — Credit Facility.” The Credit Facility will be pledged under the Indenture as part of the Trust Estate.

Full payment of the principal of and interest on the Notes is dependent upon investment earnings being realized on Warrant payments invested by the Bond Bank. It is expected that the Bond Bank will invest Warrant payments in an Investment Agreement with CDC Funding Corp., a subsidiary of CDC Finance – CDC IXIS, a bank (société anonyme) governed by French law (the “Financial Institution”) providing for a fixed rate of return expected to produce such investment earnings. See “SECURITY AND SOURCES OF PAYMENT FOR THE NOTES — The Investment Agreement.”

The Notes

The Notes will mature on January 27, 2004 in the amounts set forth on the cover hereof. Interest on the Notes will accrue over time at the rate per annum set forth on the cover hereof and will be payable upon the maturity of the Notes. The Notes will be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. See “DESCRIPTION OF THE NOTES — General Description.”

When issued, the Notes will be registered in the name of and held by Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). Purchases of beneficial interests in the Notes will be made in book-entry-only form. Purchasers of beneficial interests in the Notes (the “Beneficial Owners”) will not receive physical delivery of certificates representing their interest in the Notes. For so long as the Notes are held in book-entry-only form, interest on the Notes, together with principal of the Notes, will be paid by the Trustee directly to DTC. Neither the Bond Bank nor the Trustee will have any responsibility for a Beneficial Owner’s receipt from DTC or its nominee, or from any Direct Participant (as hereinafter defined) or Indirect Participant (as hereinafter defined), of any payments of principal of or interest on any of the Notes. See “DESCRIPTION OF THE NOTES — Book-Entry-Only System.”

If the Notes are no longer registered in the name of DTC or its nominee, the Notes may be transferred or exchanged by any Noteholder or any Noteholder’s duly authorized attorney at the principal corporate trust office of the Trustee, to the extent and upon the conditions set forth in the Indenture, including the payment of a sum sufficient to cover any tax, fee or other governmental charge for any such transfer or exchange that may be imposed upon the Bond Bank or the Trustee. See “DESCRIPTION OF THE NOTES — Transfer or Exchange of the Notes.” For so long as the Notes are registered in the name of DTC or its nominee, the Trustee will transfer and exchange the Notes only on behalf of DTC or its nominee. Neither the Bond Bank nor the Trustee will have any responsibility for transferring or exchanging any Beneficial

Owners' interests in the Notes. See "DESCRIPTION OF THE NOTES — Book-Entry-Only System."

The Bond Bank

The Bond Bank is a separate body corporate and politic, constituting an instrumentality of the State for the public purposes set forth in the Act. The Bond Bank is not an agency of the State, but is separate from the State in its corporate and sovereign capacity and has no taxing power. The Bond Bank is governed by a Board of seven Directors, including the Treasurer of the State, who serves as Chairman Ex Officio, and the Director of the State Department of Financial Institutions, who serves as a Director Ex Officio and five additional Directors, each appointed by the Governor of the State.

Under separate trust indentures and other instruments authorized under the Act, Bond Bank has previously issued and had outstanding as of January 2, 2003, an aggregate principal amount of approximately \$2,430,450,000 in separate program obligations (including interim notes of the Bond Bank issued on this date). Additionally, as of the date of this Official Statement, the Bond Bank is considering undertaking other types of financing for qualified entities for purposes authorized by and in accordance with the procedures set forth in the Act. The obligations issued by the Bond Bank in connection with any and all such financings, if any, will be secured separately from the Notes and will not constitute Notes under the Indenture or for purposes of this Official Statement.

The Act

Pursuant to the Act, the purpose of the Bond Bank is to assist "qualified entities," defined in the Act to include political subdivisions, as defined in Indiana Code 36-1-2-13, leasing bodies, as defined in Indiana Code 5-1-1-1(a), any commissions, authorities or authorized bodies of any qualified entity, and any organizations, associations or trusts with members, participants or beneficiaries that are all individually qualified entities. The Bond Bank provides such assistance through programs of, among other things, purchasing the bonds, notes or evidences of indebtedness of such qualified entities. Under the Act, "qualified entities" includes entities such as cities, towns, counties, townships, school corporations, library corporations, special taxing districts and nonprofit corporations and associations which lease facilities or equipment to such entities. Each of the entities described in Appendix A is a "qualified entity" within the meaning of the Act.

The Official Statement; Additional Information

This Official Statement speaks only as of its date, and the information contained herein is subject to change.

The information contained under the caption "INTRODUCTION" is qualified by reference to this entire Official Statement, including the Appendices hereto. This introduction is only a brief description and a full review should be made of this entire Official Statement, including the appendices hereto, as well as the documents summarized or described in this Official Statement. The summaries of and references to all documents, statutes and other instruments referred to in this Official Statement do not purport to be complete and are qualified

in their entirety by reference to the full text of each such document, statute or instrument. Certain terms used in this Official Statement are defined in Appendix B.

Information contained in this Official Statement with respect to the Bond Bank and the Qualified Entities and copies of the Indenture, the Credit Facility Agreement and the form of Agreement may be obtained from the Indiana Bond Bank, 2980 Market Tower, 10 West Market Street, Indianapolis, Indiana 46204. The Bond Bank's telephone number is (317) 233-0888.

It is the Bond Bank's current policy to provide its financial statements to the holders of its obligations, including the Notes, upon written request. In addition, certain other information concerning the Bond Bank is available to the Trustee and holders of the Notes pursuant to the Indenture. See "CONTINUING DISCLOSURE".

SECURITY AND SOURCES OF PAYMENT FOR THE NOTES

The Notes are limited obligations of the Bond Bank payable only out of the Trust Estate. The Indenture creates a continuing pledge of and lien upon the Trust Estate to secure the full and final payment of the principal of, and interest on, all of the Notes. The Notes do not constitute a debt, liability or loan of the credit of the State or any political subdivision thereof, including any Qualified Entity, under the constitution of the State or a pledge of the faith, credit and taxing power of the State or any political subdivision thereof, including any Qualified Entity. The Bond Bank has no taxing power. The Notes do not constitute a general or moral obligation of the Bond Bank. The Bond Bank will not maintain a debt service reserve for the Notes and the provisions of Indiana Code 5-1.5-5 do not apply to the Notes. Indiana Code 5-1.5-5 pertains to the requirement that, if there is a deficiency in a debt service reserve fund securing obligations of the Bond Bank, the Chairman of the Bond Bank must certify the amount of such a deficiency to the Indiana General Assembly for its consideration on whether to appropriate funds to restore the debt service reserve fund to its requirement.

Under the Indenture, the Notes are secured by a pledge to the Trustee of the Trust Estate, which includes (a) all right, title and interest of the Bond Bank in, to and under the Warrants and the Agreements; (b) all right, title and interest in any and all other property, real, personal or mixed, from time to time conveyed, mortgaged, pledged, assigned or transferred as additional security under the Indenture by the Bond Bank or by anyone on behalf of the Bond Bank; (c) the proceeds from the sale of the Notes; (d) all revenues held in the Funds and Accounts (other than the Rebate Fund) under the Indenture; and (e) all rights of the Bond Bank in, to and under the Credit Facility and the Financial Guaranty Insurance Policy.

The Qualified Entities and the Warrants

From the proceeds of the Notes, the Bond Bank intends to purchase and, upon purchase, will pledge to the Trustee the Warrants. The Warrants to be issued by the Qualified Entities and purchased by the Trustee on behalf of the Bond Bank under the Program are temporary intra-fiscal year borrowings of the Qualified Entities made in anticipation of the receipt of Ad Valorem Property Taxes levied and in the course of collection during 2003 (and (a) in the case of school corporations may, in the sole discretion of the Bond Bank, be made in anticipation of State tuition support distributions in the course of collection and (b) in the case of a township may, in the sole discretion of the Bond Bank, be made in anticipation of other revenues to be

received by the township on or before December 31, 2003). See “THE PROGRAM” and “SUMMARY OF CERTAIN PROVISIONS OF THE WARRANT PURCHASE AGREEMENTS” in Appendix E.

The proceeds of the Notes are anticipated to be used by the Trustee to purchase the Warrants of the respective Qualified Entities described in, and in the amounts set forth in, Appendix A hereto. Certain information related to such Qualified Entities is set forth in Appendix A. As of the date of the issuance of the Notes, such Qualified Entities will have entered into Agreements with the Bond Bank. The Bond Bank may also purchase Warrants with the proceeds of the Notes from other Qualified Entities or in additional amounts from participating Qualified Entities if for any reason a Qualified Entity described in Appendix A does not participate, either in whole or in part, in the Program. A Qualified Entity may, at its option, receive payment from the Bond Bank for the purchase of the Qualified Entity’s Warrant on an installment basis instead of receiving a lump sum payment. The initial payment installment for any Warrant purchased shall be made on January 30, 2003 and shall be at least \$50,000 unless otherwise consented to by the Bond Bank. The Trustee shall not make any future installment advance with respect to any Warrant that has not been disbursed in full on the date that such Warrant is purchased until such time as the Trustee has received a request for an installment advance in the form required by the applicable Agreement approved by the Bond Bank. Such subsequent installments shall be made on the first Business Day of each month through and including May 2003. Notwithstanding the foregoing, if the full principal amount of any Warrant has not been disbursed to any Qualified Entity prior to the first Business Day of May 2003, then a final payment installment shall be made by the Trustee to such Qualified Entity in an amount, which, together with all prior payment installments made with respect to such Warrant, aggregates the principal amount of each Warrant purchased by the Bond Bank from such Qualified Entity.

The Warrants purchased with the proceeds of the Notes will bear interest at the rate of 1.42% per annum (computed on the basis of a 360-day year of twelve 30-day months). The Bond Bank will receive a Positive Cash Flow Certificate (as defined in Appendix B-1) on the date of the issuance of the Notes to the effect that the principal and interest payments on the Warrants, assuming (i) payment in accordance with the terms of the Warrants, (ii) investment earnings on the Warrant principal and interest payments, from the date of such payments through January 27, 2004 and (iii) investment earnings, from January 30, 2003 until each date on which an installment payment for the purchase of Warrants is made (which date is not later than the first Business Day of May 2003), on any portion of the proceeds of the Notes which is not used to purchase Warrants on January 30, 2003, will at least be sufficient on the Payment Date to provide full payment of the principal of and interest on the Notes due on such Payment Date. See “The Investment Agreement” in this section.

Provisions for Payment of the Warrants

As a precondition to the purchase of Warrants under the Program, the Qualified Entities will be required to demonstrate that the estimated amount of Ad Valorem Property Taxes, levied and in the process of collection, exceeds the amount of the Warrants as required by the Program participation guidelines. Certain Qualified Entities which are school corporations will receive tuition support funds in 2003 from the State of Indiana on the first business day of each of the

months of February through December and on December 30. The Bond Bank, in determining the amount of Warrants to be purchased from a school corporation, may consider, in its sole discretion, the anticipated State tuition support distributions to be received by a school corporation. See “THE PROGRAM — Program Participation and Borrowing Limits.” Prior to the purchase of any Warrant, a Qualified Entity will also be required under the Program to have taken all actions and received all approvals necessary to levy and collect sufficient Ad Valorem Property Taxes during 2003 for the payment of its Warrants. See “THE PROGRAM — General” for a further discussion of the process by which Qualified Entities adopt and fix tax levies for Ad Valorem Property Taxes. See “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE” and “SUMMARY OF CERTAIN PROVISIONS OF THE WARRANT PURCHASE AGREEMENTS” in Appendix E for further discussion of the preconditions to purchase the Warrants.

Ad Valorem Property Taxes levied by Qualified Entities are due and payable to the treasurer of the county in which the Qualified Entity is located (each, a “County Treasurer”) in two installments, one on May 10 and the other on November 10 of each fiscal year. See “— Procedures for Property Assessment, Tax Levy and Collection” below. Ad Valorem Property Taxes not paid by the date due are subject to imposition of a penalty and interest, which together with such taxes not paid constitute a lien on the property subject to the Ad Valorem Property Taxes. See “SUMMARY OF INFORMATION REGARDING THE QUALIFIED ENTITIES” in Appendix A.

Receipts from Ad Valorem Property Tax collections are normally distributed through county auditors to Qualified Entities in two installments in each Fiscal Year, one in June and one in December, unless advance distributions are requested by, and made to, Qualified Entities. See “— Procedures for Property Assessment, Tax Levy and Collection” below and “SUMMARY OF CERTAIN PROVISIONS OF THE WARRANT PURCHASE AGREEMENTS” in Appendix E. To further assure the availability of funds on the date that the Warrants are due, the Agreements will require that a Qualified Entity participating in the Program must, no later than May 15, 2003, or November 15, 2003, as applicable, submit a request in accordance with Indiana law to the County Treasurer for advance distributions of not less than 95% of tax collections for each fund in anticipation of which Warrants have been issued and sold to the Bond Bank under the Program. Any Qualified Entity receiving advance tax distributions in excess of 5% of the total taxes in anticipation of which Warrants were issued will be required to invest such amounts for the payment of its Warrants in certain limited investments that mature no later than the due date of the respective Warrant. Under the Program, Warrants are scheduled to mature and will be payable June 30, 2003 and on December 31, 2003, and may be prepaid. On May 30, 2003, any Qualified Entity may prepay all (but not a portion) of its Warrants scheduled to mature on June 30, 2003 if it shall cause the required notice to be given to the Bond Bank and the Trustee, on or before May 20, 2003. On December 1, 2003, any Qualified Entity may prepay all (but not a portion) of its Warrants scheduled to mature on December 31, 2003 if it shall cause notice to be given to the Bond Bank and the Trustee, on or before November 21, 2003.

Procedures for Property Assessment, Tax Levy and Collection

Real and personal property in the State is assessed each year as of March 1. On or before August 1 each year, each county auditor must submit to each underlying taxing unit located

within that county, a statement of (i) information concerning the assessed value of the taxing unit for the next calendar year, (ii) an estimate of the taxes to be distributed to the unit during the last six months of the current budget year.

By statute, the budget, tax rate and levy must be established: no later than the last meeting of the fiscal body in September for Marion County; no later than September 30 for all second class cities; and no later than September 20 for all other units. The budget, tax levy and tax rate are subject to review and revision by the Department of Local Government Finance which can lower, but not raise, the tax levy or tax rate unless the levy proposed by the Qualified Entity is not sufficient to make its debt service or lease rental payments. The Department of Local Government Finance must complete its actions on or before February 15 of the immediately succeeding calendar year.

On or before March 15, each county auditor prepares and delivers the final abstract of property taxes within the applicable county. The county treasurer mails tax statements the following April (but mailing may be delayed due to reassessment or other factors). Property taxes are due and payable to the county treasurer in two installments on May 10 and November 10. If an installment of taxes is not completely paid on or before the due date, a penalty of 10% of the amount delinquent is added to the amount due. On May 11 and November 11 of each year after one year of delinquency, an additional penalty equal to 10% of any taxes remaining unpaid is added. The penalties are imposed only on the principal amount of the delinquency. Property becomes subject to tax sale procedures on July 1 if a delinquency then exists with respect to an installment due on or before May 10 of the prior year. Each county auditor distributes property taxes collected to the various taxing units on or about the July 1 or January 1 after the due date of the tax payment.

Pursuant to State law, real property is valued for assessment purposes at its “true tax value” as defined in the 2002 Real Property Assessment Manual adopted by the Department of Local Government Finance (the “Manual”), and as interpreted in the rules and regulations of the Department of Local Government Finance, including the 2002 Real Property Assessment Guidelines, Version A (the “Guidelines”) and the Real Property Assessment Manual Rule, 50 IAC 2.3. The Manual defines “true tax value” as “the market value in use of property for its current use, as reflected by the utility received by the owner or a similar user from that property.” The Manual permits assessing officials in each county to choose any acceptable mass appraisal method to determine true tax value, taking into consideration the ease of administration and the uniformity of the assessments produced by that method. The Guidelines were adopted to provide assessing officials with an acceptable appraisal methodology, although the Manual makes it clear that assessing officials are free to select from any number of appraisal methods, provided that they are capable of producing accurate and uniform values throughout the jurisdiction and across all classes of property. The Manual specifies the standards for accuracy and validation that the Department of Local Government Finance will use to determine the acceptability of any alternate appraisal method.

“Gross Assessed Value” is equal to the true tax value. “Net Assessed Value” or “Taxable Value” represents the “Gross Assessed Value” less certain deductions for mortgages, veterans, the aged, the blind, economic revitalization, resource recovery systems, rehabilitated residential property, solar energy systems, wind power devices, coal conversion systems, hydroelectric

power devices, geothermal devices, and tax-exempt property. The “Net Assessed Value” or “Taxable Value” is the value used for taxing purposes in the determination of tax rates.

If a change in assessed value occurs, a written notification is sent by either the township assessor or the county board of review to the affected property owner. Upon notification, if the owner wishes to appeal this action, the owner may file a petition requesting a review of the action. This petition must be filed with the county assessor within 45 days after the written notification is given to the property owner or May 10 of that year, whichever is later.. While the appeal is pending, any taxes on real property that becomes due on the property in question must be paid in an amount based on the immediately preceding year's assessment or it may be paid based on the amount that is billed.

Indiana Code 6-1.1-21-5 provides each taxpayer with a property tax credit in an amount equal to sum of the following: (a) sixty percent (60%) of a taxpayer's tax liability in a calendar year for taxes imposed by a school corporation for its general fund for a stated assessment year on all real and personal property; (b) approximately twenty percent (20%) of a taxpayer's tax liability for a stated assessment year for a total county tax levy (less sixty percent (60%) of the levy for the general fund of a school corporation that is part of the total county tax levy) on real property; (c) and approximately twenty percent (20%) of a taxpayer's tax liability for a stated assessment year for a total county tax levy (less sixty percent (60%) of the levy for the general fund of a school corporation that is part of the total county tax levy) on tangible personal property other than business personal property.

On December 4, 1998, the Indiana Supreme Court affirmed in part and reversed in part a ruling by the Indiana Tax Court that the true tax value method of valuing property for purposes of levying property taxes is unconstitutional. *Town of St. John v. State Board of Tax Commissioners*, 702 N.E.2d 1034 (Ind. 1998). The Indiana Supreme Court ruled that the true tax value method is constitutional but the cost schedules used by the State Board of Tax Commissioners (now known as the Department of Local Government Finance) were unconstitutional. This ruling affects only the valuation method and does not affect the ability of the Qualified Entity to levy an unlimited property tax to pay debt service. On May 31, 2000, the Indiana Tax Court ordered the State Board of Tax Commissioners to adopt the new assessment regulations by June 1, 2001 and to complete reassessment under those regulations by March 1, 2002. The Department of Local Government Finance published the new assessment rules, which were effective June 22, 2001 and reassessment is now under way. Neither the Bond Bank nor any Qualified Entity can predict (i) the extent to which reassessment will affect property tax collections or (ii) the timing of future judicial actions in the *Town of St. John* case, if any, or of legislation, regulations or rulings enacted to implement this ruling or property tax reform in general. It is possible that reassessment in some of the counties in which the Qualified Entities are located will not be completed in time to allow for the timely collection in 2003 of some or all of the property taxes for such counties. See “RISK FACTORS.” If such a delay occurs, the Qualified Entities have other alternatives for the payment of debt service, including using other funds or obtaining a temporary borrowing in anticipation of the delayed tax collections. However, no assurances can be given by the Bond Bank regarding the feasibility of any such alternatives.

Enforcement of Warrants

As the owner of the Warrants, the Bond Bank has available to it all remedies available to owners or holders of securities issued by the Qualified Entities. The Act provides that, upon the sale and delivery of any Warrants to the Bond Bank, the Qualified Entity is deemed to have agreed that all statutory defenses to nonpayment are waived in the event that such Qualified Entity fails to pay principal of, or interest on, such Warrants when due.

The Agreements will provide that to the extent permitted by law, any Warrant which is not paid on or before the due date will bear interest at the Reinvestment Rate (as defined in Appendix B) thereafter. Additionally, the Act authorizes the Bond Bank to collect from the Qualified Entities fees and charges for its services and empowers the Qualified Entities to contract for and to pay such fees and charges. Pursuant to each Agreement, each Qualified Entity will agree to pay to the Bond Bank an amount, if any, equal to all costs and expenses incurred by or on behalf of the Bond Bank from time to time as a result of any failure by such Qualified Entity to comply with any of the provisions of the Agreement.

Under the Program, each of the Qualified Entities will be required to pledge and appropriate sufficient Ad Valorem Property Taxes levied and in the course of collection to the payment of the Warrants. All Ad Valorem Property Taxes, including such taxes pledged and appropriated for the payment of the Warrants, will be deposited into the funds for which they have been levied but will not be separately held or otherwise segregated pending the payment of the Warrants, except for the East Chicago Public Library and Portage Township Schools, which have agreed to enter into deposit agreements pursuant to which Ad Valorem Property Taxes will be held separately. See “RISK FACTORS” and “SUMMARY OF INFORMATION REGARDING THE QUALIFIED ENTITIES” in Appendix A.

Each Qualified Entity has agreed under its Agreement to report to the Bond Bank on its compliance with certain covenants which the Qualified Entity will make regarding various actions and conditions necessary to preserve the tax-exempt status of interest paid on the Warrants. See “TAX MATTERS.” The Bond Bank has also determined to consult with the Qualified Entities, as necessary from time to time, with regard to the actions needed to be taken by the Qualified Entities to preserve the excludability of the interest on the Notes from the gross income of the holders of the Notes for federal income tax purposes.

Credit Facility

The Credit Facility will be available to the Trustee pursuant to the terms of the Credit Facility and the Reimbursement Agreement (the “Credit Facility Agreement”) dated as of the date of the issuance of the Notes, by and between the Bond Bank and the Bank, and the assignment of the rights thereunder by the Bond Bank to the Trustee pursuant to the Indenture. The Credit Facility is a standby credit facility in an amount of \$59,000,000, and secures the payment of a portion of the principal of and interest on the Notes (the “Maximum Available Credit”). Funds available under the Credit Facility provide for payment of a portion of the debt service on the Notes in the event one or more Qualified Entities fail to make principal and interest payments on their Warrants on a timely basis to the extent such defaults in payment on the Warrants and the lack of anticipated investment earnings resulting therefrom, if any, do not, in the aggregate, exceed the Maximum Available Credit. Thus, the Credit Facility only provides

additional assurance of payment on the Notes in the event of limited defaults in payment by only a limited number of the participating Qualified Entities. The Credit Facility does not provide any additional assurance of payment of the Notes resulting solely from nonpayment or late payment of amounts payable to the Bond Bank pursuant to the Investment Agreement.

If, as a result of the nonpayment or late payment on Warrants and/or any deficiency in investment earnings corresponding thereto, the amount on deposit under the Indenture is not sufficient to pay the entire amount of interest and principal coming due on the Notes, the Trustee is required to request a disbursement from the Bank under the Credit Facility in an amount equal to such deficiency up to the Maximum Available Credit. See “OPERATION OF FUNDS AND ACCOUNTS — General Fund”. The term of the Credit Facility extends from the date of issuance of the Notes to January 27, 2004. So long as no event of default has occurred under the Credit Facility Agreement, one disbursement may be used to provide for payment of principal of and interest on the Notes due on January 27, 2004. Upon seven banking days’ prior notice to the Bond Bank and the Trustee, the Bank may terminate the Credit Facility by reason of an event of default. Under the Indenture, the Trustee is directed to request payment from the Bank in the amount of the Maximum Available Credit upon receipt of a notice of termination from the Bank by reason of an occurrence of an event of default. Under the Credit Facility Agreement, payments made by the Bond Bank to the Bank in respect of amounts borrowed thereunder are first applied against interest accrued through the date of any such payment and then to principal outstanding thereunder.

Repayments to the Bank of amounts advanced to the Bond Bank pursuant to the Credit Facility, together with interest thereon, will be made solely from the moneys held in the General Fund under the Indenture and all investments of money held in the General Fund, subject only to the security interest therein granted by the Bond Bank to the Trustee for the benefit of the holders of the Notes. Further, under the terms of the Indenture, the Trust Estate has been pledged and otherwise granted to the benefit of the Bank to secure the Bond Bank’s obligations under the Credit Facility Agreement and Credit Facility, provided that any interest in, lien on, or pledge of the Trust Estate in favor of the Bank will be junior and subordinate to any interest in, lien on, or pledge of the Trust Estate in favor of any owner of Notes other than the Bank. All fees imposed to establish and maintain the Credit Facility will be paid to the Bank on the date of the issuance of the Notes from the proceeds of the Notes or otherwise. See “SUMMARY OF CERTAIN PROVISIONS OF THE CREDIT FACILITY AGREEMENT” in Appendix E.

In the opinion of legal counsel to the Bank, under current law and regulations, the Credit Facility Agreement constitutes the legal, valid and binding obligation of the Bank, enforceable in accordance with its terms except as limited by bankruptcy, insolvency, reorganization, moratorium and other laws related to, or affecting generally the enforcement of creditors’ rights and remedies against national banking associations and that no opinion is expressed as to the availability against the Bank of equitable remedies, including specific performance and injunctive relief.

The Investment Agreement

It is expected that the Bond Bank will invest Warrant payments in an Investment Agreement with the Financial Institution providing for a fixed rate of return expected to produce the investment earnings necessary, together with the payments of principal of and interest on the Warrants, to pay the principal of and interest on the Notes. The Bond Bank will require the Financial Institution to be rated at least “Aa2” by Moody’s Investors Service, Inc. (“Moody’s”) and “AA” by Standard & Poor’s, a Division of The McGraw-Hill Companies (“S&P”). In addition, the Investment Agreement will be approved by the Insurer. Full payment of principal of and interest on the Notes is dependent upon investment earnings being paid pursuant to the Investment Agreement. However, there can be no assurance that the Financial Institution will be able to return the invested amounts and the investment earnings on a timely basis or at the rates contemplated under the Investment Agreement. Moreover, there can be no assurance that the Financial Institution will be able to return the invested amounts and the investment earnings on a timely basis or at the rates contemplated in the event of insolvency, bankruptcy or similar deterioration in financial condition of the Financial Institution. In the event that the Financial Institution fails to return the invested amounts or the investment earnings on a timely basis or at the rates contemplated under the Investment Agreement, the invested amounts and the investment earnings may be unavailable to pay debt service on the Notes. The Trustee may not request a disbursement by the Bank under the Credit Facility in the event that the invested amounts or the investment earnings are unavailable unless such unavailability is due to a late payment or nonpayment on the Warrants by one or more of the Qualified Entities.

FINANCIAL GUARANTY INSURANCE POLICY

Payment Pursuant to Financial Guaranty Insurance Policy

The Insurer has made a commitment to issue a Financial Guaranty Insurance Policy relating to the Notes effective as of the date of issuance of the Notes. Under the terms of the Financial Guaranty Insurance Policy, the Insurer will pay to The Bank of New York, in New York, New York, in its capacity as insurance trustee, or any successor thereto (the “Insurance Trustee”) that portion of the principal of and interest on the Notes which shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Bond Bank (as such terms are defined in the Financial Guaranty Insurance Policy). The Insurer will make such payments to the Insurance Trustee on the later of the date on which such principal and interest becomes Due for Payment or within one business day following the date on which the Insurer shall have received notice of Nonpayment from the Trustee. The insurance will extend for the term of the Notes and, once issued, cannot be canceled by the Insurer.

The Financial Guaranty Insurance Policy will insure payment only on stated maturity dates in the case of principal, and on stated dates for payment, in the case of interest. In the event of any acceleration of the principal of the Notes, the insured payments will be made at such times and in such amounts as would have been made had there not been an acceleration.

In the event the Trustee has notice that any payment of principal of or interest on a Note which has become Due for Payment and which is made to a Noteholder by or on behalf of the Issuer has been deemed a preferential transfer and theretofore recovered from its registered owner pursuant to the United States Bankruptcy Code in accordance with a final, nonappealable

order of a court of competent jurisdiction, such registered owner will be entitled to payment from the Insurer to the extent of such recovery if sufficient funds are not otherwise available.

The Financial Guaranty Insurance Policy does not insure any risk other than Nonpayment, as defined in the policy. Specifically, the Financial Guaranty Insurance Policy does not cover:

- (1) payment on acceleration, as a result of a call for redemption (other than mandatory sinking fund redemption) or as a result of any other advancement of maturity;
- (2) payment of any redemption, prepayment or acceleration premium; and
- (3) nonpayment of principal or interest caused by the insolvency or negligence of any Trustee, Paying Agent or Note Registrar, if any.

If it becomes necessary to call upon the Financial Guaranty Insurance Policy, payment of principal requires surrender of Notes to the Insurance Trustee together with an appropriate instrument of assignment so as to permit ownership of such Notes to be registered in the name of the Insurer to the extent of the payment under the Financial Guaranty Insurance Policy. Payment of interest pursuant to the Financial Guaranty Insurance Policy requires proof of Noteholder entitlement to interest payments and an appropriate assignment of the Holder's right to payment to the Insurer.

Upon payment of the insurance benefits, the Insurer will become the owner of the Notes, appurtenant coupon, if any, or right to payment of principal or interest on the Notes and will be fully subrogated to the surrendering Noteholder's rights to payment.

Ambac Assurance Corporation

The Insurer is a Wisconsin-domiciled stock insurance corporation regulated by the Office of the Commissioner of Insurance of the State of Wisconsin and licensed to do business in 50 states, the District of Columbia, the Territory of Guam and the Commonwealth of Puerto Rico, with admitted assets of approximately \$5,802,000,000 (unaudited) and statutory capital of approximately \$3,564,000,000 (unaudited) as of September 30, 2002. Statutory capital consists of the Insurer policyholders' surplus and statutory contingency reserve. Standard & Poor's Credit Markets Services, a Division of The McGraw-Hill Companies, Moody's Investors Service and Fitch Ratings have each assigned a triple-A financial strength rating to the Insurer.

The Insurer has obtained a ruling from the Internal Revenue Service to the effect that the insuring of an obligation by the Insurer will not affect the treatment for federal income tax purposes of interest on such obligation and that insurance proceeds representing maturing interest paid by the Insurer under policy provisions substantially identical to those contained in its Financial Guaranty Insurance Policy shall be treated for federal income tax purposes in the same manner as if such payments were made by the Bond Bank.

The Insurer makes no representation regarding the Notes or the advisability of investing in the Notes and makes no representation regarding, nor has it participated in the preparation of,

the Official Statement other than the information supplied by the Insurer and presented under the heading "FINANCIAL GUARANTY INSURANCE POLICY."

Available Information

The parent company of the Insurer, Ambac Financial Group, Inc. ("Ambac"), is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files reports, proxy statements and other information with the Securities and Exchange Commission (the "SEC"). Such reports, proxy statements and other information may be inspected and copied at the public reference facilities maintained by the SEC at 450 Fifth Street, N.W., Washington, D.C. 20549 and at the SEC's regional offices at Northwestern Atrium Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661. Copies of such material can be obtained from the public reference section of the SEC at 450 Fifth Street, N.W., Washington, D.C. 20549 at prescribed rates. The SEC maintains an internet site at <http://www.sec.gov> that contains reports, proxy and information statements and other information regarding companies that file electronically with the SEC, including Ambac. In addition, the aforementioned material may also be inspected at the offices of the New York Stock Exchange, Inc. (the "NYSE") at 20 Broad Street, New York, New York 10005. Ambac's Common Stock is listed on the NYSE.

Copies of the Insurer's financial statements prepared in accordance with statutory accounting standards are available from the Insurer. The address of the Insurer's administrative offices and its telephone number are One State Street Plaza, 19th Floor, New York, New York 10004 and (212) 668-0340.

Incorporation of Certain Documents by Reference

The following documents filed by Ambac with the SEC (File No. 1-10777) are incorporated by reference in this Official Statement:

Ambac's Current Report on Form 8-K dated January 23, 2002 and filed on January 25, 2002;

Ambac's Annual Report on Form 10-K for the fiscal year ended December 31, 2001 and filed on March 26, 2002;

Ambac's Current Report on Form 8-K dated April 17, 2002 and filed on April 18, 2002;

Ambac's Quarterly Report on Form 10-Q for the fiscal quarterly period ended March 31, 2002 and filed on May 13, 2002;

Ambac's Current Report on Form 8-K dated July 17, 2002 and filed on July 19, 2002;

Ambac's Current Report on Form 8-K dated August 14, 2002 and filed on August 14, 2002;

Ambac's Quarterly Report on Form 10-Q for the fiscal quarterly period ended June 30, 2002 and filed on August 14, 2002;

Ambac's Current Report on Form 8-K dated October 16, 2002 and filed on October 17, 2002;

Ambac's Quarterly Report on Form 10-Q for the fiscal quarterly period ended September 30, 2002 and filed on November 14, 2002; and

Ambac's Current Report on Form 8-K dated November 18, 2002 and filed on November 20, 2002.

All documents subsequently filed by Ambac pursuant to the requirements of the Exchange Act after the date of this Official Statement will be available for inspection in the same manner as described above in "Available Information."

THE PROGRAM

General

The Bond Bank established the Program in order to provide a mechanism for financing traditional cash flow deficits which are anticipated by Indiana political subdivisions during the 2003 fiscal year. The fiscal year for all Indiana political subdivisions is coextensive with the calendar year (the "Fiscal Year"). Indiana political subdivisions depend primarily on Ad Valorem Property Taxes, including Property Tax Replacement Fund moneys paid by the State to the political subdivisions, and State aid to meet operating expenses and to make capital expenditures or amortize debt incurred for capital expenditures. Indiana political subdivisions finalize budgets, hold hearings and adopt budgets and tax levies for the following Fiscal Year during the months of August and September of the preceding Fiscal Year and the same are reviewed by the appropriate County Board of Tax Adjustment and by the Department of Local Government Finance. The Department of Local Government Finance is directed by Indiana law to complete its review and approval of budgets and tax levies by February 15 of such following Fiscal Year. Property taxes for political subdivisions, which are collected during each Fiscal Year, are payable in two installments, which are normally due in May and November. By law, taxes are required to be collected by the county treasurer and distributed by the county auditor to the political subdivisions on or before July 1 and January 1, respectively. However, because the timing of tax receipts rarely matches the timing of expenditures, political subdivisions routinely issue warrants in anticipation of the next succeeding payments of Ad Valorem Property Taxes to the extent authorized by State law. The Program was established to finance cash flow deficits arising from such traditional timing differences between expenditures and tax receipts.

Certain Qualified Entities which are school corporations may be entitled to tuition support funds from the State of Indiana. Tuition support means, with respect to a Qualified Entity which is a school corporation, the total amount of State tuition support the school corporation receives in a particular year for its basic programs pursuant to Indiana Code 21-3-1.7. The amount of tuition support to which a certain school corporation is entitled is determined using a formula with several factors, including a school corporation's average daily membership, its maximum general fund ad valorem property tax levy, the amount of federal aid it receives, and other factors. The tuition support for each school corporation is determined as part of the biannual budget process, and payments shall be made to the school corporations in 2003 on the first business day of each of the months of February through December and on December 30.

A Qualified Entity which is a school corporation may request to borrow additional funds from the Bond Bank based on the amount of tuition support that it anticipates receiving from the State of Indiana, but in no event in excess of 40% of the sum of the Ad Valorem Property Taxes levied and estimated for collection during 2003, and 80% of the sum of State tuition support distributions anticipated for collection during the period from July 1, 2003 through December 30, 2003, with respect to the fund or funds upon which a Warrant is to be issued. The Bond Bank, in determining the amount of Warrants to be purchased from a school corporation, may consider in the sole discretion of the Bond Bank, the anticipated amount of State tuition support distributions to be received by a school corporation. With respect to a township, the Bond Bank may consider, in the sole discretion of the Bond Bank, other revenues anticipated to be received by such township on or before December 31, 2003.

The taxpayers of each county receive a credit for property tax replacement in the amount of approximately 15%-20% of the Ad Valorem Property Tax liability of each taxpayer (the "Replacement Credit") for Ad Valorem Property Taxes which are due and payable in May and November of each year. Before August 31 and December 15 of each year, respectively, the State Department of Revenue (the "Department") is required by law to distribute to each county treasurer from the State property tax replacement fund (the "Property Tax Replacement Fund") one-half of the estimated distribution from that fund for that year for the county. Such distributions are equal to the estimated Replacement Credit, together with other property tax credits, given to taxpayers. On or before December 31 of each year or as soon thereafter as possible, the Department by law must make a final determination of the amount which should be distributed from the Property Tax Replacement Fund to each County Treasurer. The Department by law must deposit 50% of all collections of State gross retail and use taxes and a portion of corporate adjusted gross income tax revenues into the Property Tax Replacement Fund. If the aggregate amount allocated to the County Treasurers by the Department from the Property Tax Replacement Fund exceeds the balance of money in the Property Tax Replacement Fund, the amount of the deficiency is required by law to be transferred from the State general fund to the Property Tax Replacement Fund. The Auditor of the State is required by law to issue a warrant to the Treasurer of the State ordering the payment of the required amount to the Property Tax Replacement Fund. Distributions from the Property Tax Replacement Fund are a source of funds to compensate for the reduction in taxes caused by credits given to taxpayers and as such merely replace Ad Valorem Property Taxes pledged as security for the payment of the Warrants and do not constitute additional security for the payment of the Warrants.

The proceeds of a Warrant purchased by the Bond Bank from a Qualified Entity under the Program will be deposited in the fund for which such Warrant was issued and the Warrant will be payable from the Ad Valorem Property Taxes deposited to such fund; provided, however, that any school corporation may pay interest on a Warrant issued for any fund from the school corporation's debt service fund or general fund in the case of anticipated State tuition support distributions. Each Agreement will restrict the aggregate amount of Warrants that the Bond Bank is required to purchase or hold for a particular fund to the lesser of (i) the anticipated cash flow deficit for such fund for the applicable semiannual borrowing period or (ii) forty percent (40%) of the annual tax levy expected to be received in such fund during such annual period. Each Agreement will set forth the due dates for the Qualified Entity's Warrants, none of which may be later than the December 31 following the date of issuance for the Warrants of the Qualified Entities. Each Agreement will restrict the Qualified Entity from issuing any warrant or

comparable obligation (each an “Additional Obligation”) in anticipation of the revenues budgeted for the funds in anticipation of which the Warrants were issued without the consent of the Bond Bank and the Bank. See “SUMMARY OF CERTAIN PROVISIONS OF THE WARRANT PURCHASE AGREEMENTS” in Appendix E. It is anticipated by the Bond Bank that it will consent to certain cash flow borrowings by Qualified Entities participating in the Program made in anticipation of distributions of budgeted revenues for a fund in anticipation of which Warrants purchased under the Program were issued. See “Additional Borrowings.” Prior to giving consent, the Bond Bank or the Bank would likely require that (a) such Additional Obligation be subordinated to any Warrants issued by the Qualified Entity and held by the Bond Bank, (b) such Qualified Entity demonstrate an ability to repay such Additional Obligation with revenues from a source other than Ad Valorem Property Taxes pledged to pay its Warrants or (c) such Qualified Entity otherwise demonstrate that the ability to pay its Warrants is not adversely affected by the issuance of such Additional Obligations. See “Authority to Issue Warrants” in this section. However, nothing requires the Bond Bank or the Bank to condition its consent to issuing an Additional Obligation on any specific requirements. See “SUMMARY OF CERTAIN PROVISIONS OF THE WARRANT PURCHASE AGREEMENTS” in Appendix E.

Determination of Program Needs

The Program has been designed to provide short-term loans to finance cash flow deficits incurred by each Qualified Entity prior to the receipt of Ad Valorem Property Taxes which are collected by the county in which such Qualified Entity is located. These short-term loans will be repaid out of Ad Valorem Property Tax proceeds due to be collected in 2003.

Prior to the commencement of the Program, Qualified Entities historically financed annual cash flow deficits by the public sale or private placement of warrants or by borrowing from other internal sources.

In the course of structuring the Program for 2003, the Bond Bank and its financial advisors have reviewed the history of the Program for prior years (1992-2002) and other Bond Bank short-term loan programs, as well as other historical data, which provides information concerning typical Qualified Entities, and short-term loan demands financed by traditional methods.

Based upon (i) its prior experience with Qualified Entity borrowing from the particular or comparable Qualified Entities, (ii) a review of historical financing patterns and (iii) funding needs projected from data submitted by Qualified Entities, the Bond Bank and its financial advisors have determined the reasonably expected funding needs of the Qualified Entity participants of the Program. The proceeds of Notes are anticipated to be used by the Trustee to purchase the Warrants of the Qualified Entities described in Appendix A hereto. Each of the Qualified Entities will have entered into an Agreement with the Bond Bank as of the date of the issuance of the Notes. The Bond Bank may also purchase the Warrants with the proceeds of the Notes from other Qualified Entities or additional amounts from participating Qualified Entities in the Program if for any reason a Qualified Entity described in Appendix A does not participate, either in whole or in part, in the Program.

Authority to Issue Warrants

Various Indiana political subdivisions have authority to issue obligations in anticipation of the collection of revenues, including school corporations (“School Corporations”), counties (“Counties”), cities (“Cities”), towns (“Towns”), townships (“Townships”) and library corporations (“Library Corporations”). Although certain of the Qualified Entities are authorized by law to issue Warrants, as described below, in a greater amount, the amount of Warrant borrowings under the Program is more restrictive as a result of Program limitations, including, among others, that the principal amount of Warrants issued may not exceed 80% of the taxes levied and estimated for collection during the semiannual period a Warrant is due and in anticipation of which such Warrants are issued with respect to the fund or upon which a Warrant is to be issued. See “Program Participation and Borrowing Limits” in this section.

School Corporations are authorized by law to issue warrants, upon the finding by their governing boards that an emergency exists for the borrowing of money with which to pay current expenses from a particular fund prior to the receipt of revenues from taxes already levied for such fund and in anticipation of the receipt of such revenues. The principal of such warrants is payable solely from the fund for which such taxes have been levied, but interest thereon may be paid either from the School Corporation’s debt service fund or from the fund for which such taxes have been levied. Under Indiana law, the principal amount of warrants which a School Corporation may issue to be paid from a particular fund maturing on or before June 30 cannot exceed 80% of the amount of taxes estimated to be collected for and distributed to such fund on behalf of the School Corporation at the June settlement and distribution of such taxes, and the principal amount of warrants which a School Corporation may issue to be paid from a particular fund maturing after June 30 and on or before December 31 cannot exceed 80% of the amount of taxes estimated to be collected for and distributed to such fund on behalf of the School Corporation at the December settlement and distribution of such taxes. Additionally, if the Department of Local Government Finance, upon petition being filed by a School Corporation, concludes that such School Corporation cannot, in the ensuing calendar year, carry out the public educational duty committed to the School Corporation by law, the Department of Local Government Finance may award emergency financial relief in various forms, including, but not limited to, (a) providing a grant or grants to the School Corporation from any funds of the State that are available for such purpose, (b) permitting the School Corporation to borrow funds from the State that are available for such purpose, (c) permitting the School Corporation to borrow funds from a source other than the State or (d) allowing an advance or advances of funds that will become payable to such School Corporation under any law providing for the payment of State funds to School Corporations.

Counties are authorized by law to make temporary loans to meet current operating expenses, in anticipation of and not in excess of county revenues for the current fiscal year, which must be evidenced by tax anticipation warrants of the County. An ordinance authorizing the issuance of tax anticipation warrants must appropriate and pledge a sufficient amount of the funds and revenues in anticipation of which the warrants are issued to the punctual payment of the warrants. Interest on all warrants issued by Counties, including the Warrants, must cease to accrue upon their maturity, but under the Act and the Agreement, the Bond Bank is authorized to collect any costs resulting from the late payment by, and any required enforcement against, any County.

Cities and Towns are authorized by law to issue warrants by ordinance for the purpose of making temporary loans in anticipation of current revenues that have been levied and are being collected for the year in which issued. The ordinance authorizing such loans must appropriate and pledge to their payment a sufficient amount of the revenues in anticipation of which the warrants are issued and out of which they are payable.

Library Corporations may issue warrants by action of the local library board for the purpose of obtaining temporary loans in an amount not to exceed the uncollected and anticipated taxes for the current year which have been levied but are not yet collected.

Townships may issue warrants by action of the Township's Advisory Board for the purpose of obtaining temporary loans in an amount not to exceed 50% of the Township's total anticipated revenue for the remainder of the year in which the loans are taken out.

Other political subdivisions are authorized by law to issue warrants consistent with the borrowing limitations established under the Program.

Program Participation and Borrowing Limits

To be considered for participation in the Program, each Qualified Entity has submitted an application to the Bond Bank. Application information and data supplied by each Qualified Entity seeking to participate in the Program included among other things the following: the historical and estimated cash flow data during the current Fiscal Year and the two Fiscal Years immediately preceding the date of the application; a list of the ten largest taxpayers; tax collection history; historical and projected budget and levy information; and general economic and demographic information and data.

Upon receipt of applications for participation in the Program, each applying Qualified Entity was analyzed to determine, consistent with the purposes of the Bond Bank, whether a Qualified Entity would be permitted to participate in the Program. Such analysis consisted of an internal financial review undertaken by the Bond Bank with the assistance of Municipal Consultants, as financial advisor to the Bond Bank. The Qualified Entities described in Appendix A have applied for participation in the Program, have been analyzed by the Bond Bank and its financial advisor and have been approved for participation in the Program by the Board of Directors.

Based on documentation and estimates supplied by a Qualified Entity at or prior to the time of execution of its Agreement, the Bond Bank's financial advisor has performed certain computations to arrive at the maximum anticipated Cumulative Cash Flow Deficit with respect to such Qualified Entity's budget and the limitation based upon the applicable percentage of Ad Valorem Property Tax levies to be anticipated by the proposed Warrants. These computations, together with other Program limitations discussed herein, will serve as the basis for determining the maximum amount which a Qualified Entity is authorized to borrow from the Bond Bank under the Program.

Pursuant to the Agreements, each Qualified Entity will be required to represent and warrant certain matters to the Bond Bank in order to be eligible to participate in the Program. See

“SUMMARY OF CERTAIN PROVISIONS OF THE WARRANT PURCHASE AGREEMENTS” in Appendix E.

Subject to the last three sentences of this paragraph, for every Qualified Entity, the Bond Bank has limited the maximum amount for each Warrant maturing on December 31, 2003, which may be borrowed to the least of (a) 40% of the Ad Valorem Property Taxes levied and estimated for collection during 2003 with respect to the fund or funds upon which a Warrant is to be issued, (b) the maximum anticipated Cumulative Cash Flow Deficit projected during the Tax Period (as defined in Appendix B) or (c) the amount permitted pursuant to the laws of the State. Subject to the last three sentences of this paragraph, for every Qualified Entity, the Bond Bank has limited the maximum amount for each Warrant maturing on June 30, 2003, which may be borrowed to the least of (a) 40% of the Ad Valorem Property Taxes levied and estimated for collection during 2003 with respect to the fund or funds upon which a Warrant is to be issued, (b) the maximum anticipated Cumulative Cash Flow Deficit projected during the Tax Period or (c) the amount permitted pursuant to the laws of the State. The limitation set forth in each clause (a) above is based upon the amount of Ad Valorem Property Taxes levied for collection during 2003 as preliminarily certified by the Department of Local Government Finance on January 15, 2003. A Qualified Entity which is a school corporation may request to borrow funds in excess of the maximum amount described in this paragraph, based on the amount of State tuition support distributions that a school corporation anticipates receiving from the State of Indiana, but in no event in excess of 40% of the sum of the Ad Valorem Property Taxes levied and estimated for collection during 2003 and 80% of the State tuition support distributions anticipated for collection during the period July 1 through and including December 30, 2003, with respect to the fund or funds upon which a Warrant is to be issued. The Bond Bank shall have sole discretion to determine the borrowing limits of a school corporation in light of any State tuition support distributions. With respect to a township, the Bond Bank shall have sole discretion to determine the borrowing limits of such township in light of other revenues to be received by the Qualified Entity on or before December 31, 2003.

Additional Borrowings

The Bond Bank may issue additional obligations (“Additional Notes”) to finance a portion of the cash flow deficits of the Qualified Entities participating in the Program to the extent that such deficits (a) are expected to exceed the amount borrowed under the Program funded from the proceeds of the Notes and (b) will occur during the period commencing on July 1, 2003, and ending on December 31, 2003. The principal source of payment on such Additional Notes would be principal and interest payments received by the Bond Bank from such Qualified Entities under warrants issued in anticipation of the receipt by such Qualified Entities of Ad Valorem Property Taxes levied and in the course of collection during 2003. The Bond Bank may also issue Additional Notes on a parity with the Notes for such purposes or to purchase Warrants from other Qualified Entities not currently participating in the Program. See “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Additional Notes” in Appendix E. The respective warrants securing the Notes and the Additional Notes will be secured by the Ad Valorem Property Taxes levied in the course of collection and appropriated with respect to the fund or funds upon which such warrants are issued. Any such Additional Notes may be secured on a parity basis with the Notes. The principal amount of the Warrants pledged to the payment of the Notes and the Additional Notes will not exceed 40% of the Ad Valorem Property Taxes

levied and in the course of collection during 2003 with respect to the fund or funds upon which any such Warrants are issued and with respect to such Warrants maturing (i) in 2003 on or before June 30, 2003 or (ii) during the period of July 1, 2003 through December 31, 2003.

RISK FACTORS

Purchasers of the Notes are advised of certain risk factors with respect to the payment of the Warrants by the Qualified Entities, and payment of the Notes at maturity. This discussion is not intended to be all-inclusive, and other risks may also be present.

The ability of the Bond Bank to pay principal of, and interest on, the Notes depends primarily upon the receipt by the Bond Bank of payments pursuant to the Warrants, including interest at the rates provided therein, from all Qualified Entities participating in the Program which are obligated to make such payments to the Bond Bank, together with earnings on the amounts in the Funds and Accounts sufficient to make such payments. The Bond Bank will not maintain a debt service reserve for the Notes and the provisions of Indiana Code 5-1.5-5 do not apply to the Notes. Indiana Code 5-1.5-5 pertains to the requirement that, if there is a deficiency in a debt service reserve fund securing obligations of the Bond Bank, the Chairman of the Bond Bank must certify the amount of such a deficiency to the Indiana General Assembly for its consideration on whether to appropriate funds to restore the debt service reserve fund to its requirement.

Except for the Credit Facility, there is no source of funds available to make up for any deficiencies in the event of one or more defaults by one or more Qualified Entities in such payments on the Warrants. There can be no representation or assurance that all of the Qualified Entities participating in the Program will receive sufficient taxes or other revenues or otherwise have sufficient funds available to make their required payments on the Warrants. The receipt of such revenues by any Qualified Entity is subject to, among other things, future economic conditions, actions by creditors, delays in tax collections as a result of reassessment and other conditions which are variable and not certain of prediction. For a description of procedures for providing for the payment of Warrants, see the captions “SECURITY AND SOURCES OF PAYMENT FOR THE NOTES — Provisions for Payment of the Warrants,” “— Procedures for Property Assessment, Tax Levy and Collection” and “THE PROGRAM”. For a more detailed discussion of risk factors relating to specific Qualified Entities including, but not limited to, the East Chicago Public Library and Portage Township Schools, see “SUMMARY OF INFORMATION REGARDING THE QUALIFIED ENTITIES” in Appendix A.

To the extent the Trustee does not have sufficient funds on deposit under the Indenture to pay the entire amount of interest and principal coming due on the Notes (as a result of the nonpayment or late payment on Warrants and/or any deficiency in investment earnings corresponding thereto), the Trustee is directed to request payment from the Bank, up to the Maximum Available Credit, under the Credit Facility. See “SECURITY AND SOURCES OF PAYMENT FOR THE NOTES — Credit Facility.” The Maximum Available Credit under the Credit Facility is less than the aggregate principal and interest payments that will be due on the Notes, and thus there can be no assurance that amounts available under the Credit Facility will be sufficient to fund deficiencies and make debt service payments on all Notes in full on a timely basis in the event of one or more defaults by Qualified Entities in making payments on the

Warrants. See “SECURITY AND SOURCES OF PAYMENT FOR THE NOTES — Credit Facility.” In the event there are not sufficient funds available to pay debt service on all Notes in full on a timely basis, available funds would be paid on a pro rata basis to the holders of the Notes. See “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE” in Appendix E.

The ability of the Bank to honor a request for payment on the Credit Facility will be a function of its solvency at the time of such request for payment. See Appendix D for a discussion of the Bank and financial information related to the Bank. In the event that the Bank does not honor the request for payment on the Credit Facility or an event of default occurs under the Credit Facility Agreement and results in the termination of the Credit Facility, as defined and described in the Credit Facility Agreement, the rating on the Notes could be revised downward or withdrawn entirely.

It is expected that the Bond Bank will invest the payments of the principal of and interest on the Warrants in an Investment Agreement with the Financial Institution providing for a fixed rate of return expected to produce the investment earnings. The Bond Bank will require the Financial Institution to be rated at least “Aa2” by Moody’s and “AA” by S&P. Full payment of principal of and interest on the Notes is dependent upon investment earnings being paid pursuant to the Investment Agreement. However, there can be no assurance that the Financial Institution will be able to return the invested amounts and the investment earnings on a timely basis or at the rates contemplated under the Investment Agreement. Moreover, there can be no assurance that the Financial Institution will be able to return the invested amounts and the investment earnings on a timely basis or at the rates contemplated in the event of insolvency, bankruptcy or similar deterioration in the financial condition of the Financial Institution. In the event that the Financial Institution fails to return the invested amounts or the investment earnings on a timely basis or at the rates contemplated under the Investment Agreement, the invested amounts and the investment earnings may be unavailable to pay debt service on the Notes. The Trustee may not request a disbursement by the Bank under the Credit Facility in the event that the invested amounts or the investment earnings are unavailable unless such unavailability is due to a late payment or nonpayment on the Warrants by one or more Qualified Entities.

The remedies available to the Trustee, to the Bond Bank or to the owners of the Notes upon the occurrence of an Event of Default under the Indenture or under the terms of any of the Warrants purchased by the Bond Bank and the Agreement related thereto or the Investment Agreement or the Credit Facility Agreement are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code (the United States Bankruptcy Code), the remedies provided in the Indenture and under the Agreements, the Warrants, the Investment Agreement and the Credit Facility Agreement may not be readily available or may be limited.

DESCRIPTION OF THE NOTES

General Description

The Notes will be issued under the Indenture as fully registered notes in the denomination of \$5,000 or any integral multiple thereof. The Notes will mature on January 27, 2004, in the amount, and will bear interest at the rate per annum, as set forth on the cover page of this Official

Statement, computed on the basis of a 360-day year of twelve 30-day months. Interest on the Notes will be payable at maturity of such Notes as set forth on the cover page of this Official Statement (the “Payment Date”).

When issued, all of the Notes will be registered in the name of and held by Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). Purchases of beneficial interests from DTC in the Notes will be made in book-entry only form (without certificates) in the denomination of \$5,000 or any integral multiple thereof. Purchasers of beneficial interests in the Notes (the “Beneficial Owners”) will not receive physical delivery of certificates representing their interests in the Notes. So long as DTC or its nominee is the registered owner of the Notes, payments of the principal of and interest on the Notes will be made directly by the Trustee by wire transfer of funds to Cede & Co., as nominee for DTC. Disbursement of such payments to the participants of DTC will be the sole responsibility of DTC, and the ultimate disbursement of such payments to the Beneficial Owners of the Notes will be the responsibility of the Direct Participants and the Indirect Participants, as defined herein. See “Book-Entry-Only System” in this section.

The Notes are not subject to redemption prior to maturity.

Book-Entry-Only System

The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Notes. The Notes will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Note will be issued for each issue of the Notes, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one Note certificate will be issued with respect to each \$500 million of principal amount, and an additional Note certificate will be issued with respect to any remaining principal amount of such issue.

DTC, the world’s largest depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 85 countries that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of the Depository Trust and Clearing Corporation (“DTCC”). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Government Securities Clearing Corporation, MBS Clearing Corporation, and Emerging Markets Clearing Corporation (NSCC, GSCC, MBSCC and EMCC, also

subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has S&P’s highest rating: AAA. The DTC Rules applicable to its Direct and Indirect Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at **www.dtcc.com**.

Purchases of the Notes under the DTC system must be made by or through Direct Participants, which will receive a credit for the Notes on DTC’s records. The ownership interest of each actual purchaser of each Note (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the beneficial Owner entered into the transaction. Transfers of ownership interests in the Notes are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Notes, except in the event that use of the book-entry system for the Notes is discontinued.

To facilitate subsequent transfers, all Notes deposited by Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Notes with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Notes; DTC’s records reflect only the identify of the Direct Participants to whose accounts such Notes are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Notes unless authorized by a Direct Participant in accordance with DTC’s Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Bond Bank as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts the Notes are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Notes will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit Direct Participants’ accounts upon DTC’s receipt of funds and corresponding detail information from the Bond Bank or the Trustee on payable date in

accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the Bond Bank, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Bond Bank or the Trustee, disbursements of such payments to Direct Participants will be the responsibility of DTC, and disbursements of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Notes at any time by giving reasonable notice to the Bond Bank or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Note certificates are required to be printed and delivered.

The Bond Bank may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Note certificates will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Bond Bank believes to be reliable, but the Bond Bank takes no responsibility for the accuracy thereof.

Revision of Book-Entry-Only System

In the event that either (i) the Bond Bank receives notice from DTC to the effect that DTC is unable or unwilling to discharge its responsibilities as a clearing agency for the Notes or (ii) the Bond Bank elects to discontinue its use of DTC as a clearing agency for the Notes, then the Bond Bank and the Trustee will do or perform or cause to be done or performed all acts or things, not adverse to the rights of the holders of the Notes, as are necessary or appropriate to discontinue use of DTC as a clearing agency for the Notes, and to transfer the ownership of each of the Notes, in accordance with the Indenture. See "Payment of the Notes" and "Transfer or Exchange of the Notes" in this section.

Payment of the Notes

If DTC or its nominee is not the registered owner of the Notes, the principal of and interest on the Notes is payable to the registered Owner thereof or his assignee upon maturity at the principal corporate trust office of the Trustee. Payment will be made in such coin or currency of the United States of America as, at the respective times of payment, is legal tender for the payment of public and private debts. The Bond Bank may provide for the payment of principal of and interest on the Notes held by any Noteholder in amounts aggregating \$1,000,000 or more by wire transfer or by such other method as may be acceptable to the Trustee and such Noteholder.

Transfer or Exchange of the Notes

Except as provided under “Book-Entry-Only System” in this section, any Note or Notes may be exchanged for new Notes of the same type at the principal corporate trust office of the Trustee in accordance with the Indenture. No service charge or payment will be required to transfer or exchange any Note, but the Bond Bank or the Trustee may require payment of a sum sufficient to cover any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

APPLICATION OF PROCEEDS

The following tabulation shows the application of proceeds of sale of the Notes.

Deposit to Warrant Purchase Fund	\$871,665,090
Deposit to Costs of Issuance Fund ⁽¹⁾	<u>2,411,867</u>
Total	<u>\$874,076,957</u>

⁽¹⁾ Inclusive of the Underwriters’ discount, the premium for the Financial Guaranty Insurance Policy, and the Credit Facility fee.

THE INDIANA BOND BANK

The Bond Bank was created in 1984, and is organized and existing under and by virtue of the Act as a separate body corporate and politic, constituting an instrumentality of the State for the public purposes set forth in the Act. The Bond Bank is not an agency of the State, but is separate from the State in its corporate and sovereign capacity and has no taxing power.

Powers Under the Act

Under the Act, the Bond Bank has a perpetual existence and is granted all powers necessary, convenient or appropriate to carry out its public and corporate purposes including, without limitation, the power to do the following:

1. Make, enter into and enforce all contracts necessary, convenient or desirable for the purposes of the Bond Bank or pertaining to a loan to or a lease or an agreement with a qualified entity, a purchase, acquisition or a sale of qualified obligations or other investments or the performance of its duties and execution of its powers under the Act;
2. Purchase, acquire or hold qualified obligations or other investments for the Bond Bank’s own account or for a qualified entity at such prices and in a manner as the Bond Bank considers advisable, and sell or otherwise dispose of the qualified obligations or investments at prices without relation to cost and in a manner the Bond Bank considers advisable;

3. Fix and establish terms and provisions upon which a purchase or loan will be made by the Bond Bank;
4. Prescribe the form of application or procedure required of a qualified entity for a purchase or loan and enter into agreements with qualified entities with respect to each purchase or loan;
5. Render and charge for services to a qualified entity in connection with a public or private sale of any qualified obligation, including advisory and other services;
6. Charge a qualified entity for costs and services in review or consideration of a proposed purchase, regardless of whether a qualified obligation is purchased, and fix, revise from time to time, charge and collect other program expenses properly attributable to qualified entities;
7. To the extent permitted by the indenture or other agreements with the owners of bonds or notes of the Bond Bank, consent to modification of the rate of interest, time and payment of installments of principal or interest, security or any other term of a bond, note, contract or agreement of any kind to which the Bond Bank is a party;
8. Appoint and employ general or special counsel, accountants, financial advisors or experts, and all such other or different officers, agents and employees as it requires;
9. In connection with any purchase, consider the need for and desirability or eligibility of the qualified obligation to be purchased, the ability of the qualified entity to secure financing from other sources, the costs of such financing and the particular public improvement or purpose to be financed or refinanced with the proceeds of the qualified obligation to be purchased by the Bond Bank;
10. Temporarily invest moneys available until used for making purchases, in accordance with the indenture or any other instrument authorizing the issuance of bonds or notes; and
11. Issue bonds or notes of the Bond Bank in accordance with the Act bearing fixed or variable rates of interest in aggregate principal amounts considered necessary by the Bond Bank to provide funds for any purposes under the Act; provided, that the total amount of bonds or notes of the Bond Bank outstanding at any one time may not exceed any aggregate limit imposed by the Act, currently fixed at \$1,000,000,000. Such aggregate limit of \$1,000,000,000 does not apply to (i) bonds or notes issued to fund or refund bonds or notes of the Bond Bank; (ii) bonds or notes issued for the purpose of purchasing an agreement executed by a qualified entity under Indiana Code 21-1-5; (iii) bonds, notes, or other obligations not secured by a reserve fund under Indiana Code 5-1.5-5; and (iv) bonds, notes, or other obligations if funds and investments, and the anticipated earned interest on those funds and investments, are irrevocably set aside in amounts sufficient to

pay the principal, interest, and premium on the bonds, notes, or obligations at their respective maturities or on the date or dates fixed for redemption.

Under the Act, the Bond Bank may not do any of the following:

1. Lend money other than to a qualified entity;
2. Purchase a security other than a qualified obligation to which a qualified entity is a party as issuer, borrower or lessee, or make investments other than as permitted by the Act;
3. Deal in securities within the meaning of or subject to any securities law, securities exchange law or securities dealers law of the United States, the State or any other state or jurisdiction, domestic or foreign, except as authorized by the Act;
4. Emit bills of credit or accept deposits of money for time or demand deposit, administer trusts or engage in any form or manner, or in the conduct of, any private or commercial banking business or act as a savings bank, savings and loan association or any other kind of financial institution; or
5. Engage in any form of private or commercial banking business.

Organization and Membership of the Bond Bank

The membership of the Bond Bank consists of seven Directors: the Treasurer of State, serving as Chairman Ex Officio, the Director of the State Department of Financial Institutions, appointed by the Governor and serving as Director Ex Officio, and five Directors appointed by the Governor of the State. Each of the five Directors appointed by the Governor must be a resident of the State and must have substantial expertise in the buying, selling and trading of municipal securities or in municipal administration or public facilities management. Each such Director will serve for a three-year term as set forth below and until a successor is appointed and qualified. Each such Director is also eligible for reappointment and may be removed for cause by the Governor. Any vacancy on the Board is filled by appointment of the Governor for the unexpired term only.

The Directors elect one Director to serve as Vice Chairman. The Directors also appoint and fix the duties and compensation of an Executive Director, who serves as both secretary and treasurer. The powers of the Bond Bank are vested in the Board of Directors, any four of whom constitute a quorum. Action may be taken at any meeting of the Board by the affirmative vote of at least four Directors. A vacancy on the Board does not impair the right of a quorum to exercise the powers and perform the duties of the Board of Directors of the Bond Bank.

Directors

The following persons, including those persons with the particular types of experience required by the Act, comprise the present Board of Directors of the Bond Bank:

Tim Berry, Treasurer of the State of Indiana, February 10, 1999 to present and Chairman Ex Officio. Residence: Indianapolis, Indiana. Member, Indiana State Board of Finance; Vice-Chairman, Indiana Housing Finance Authority; Secretary-Investment Manager, Indiana Board for Depositories; Member, Governing Board of the Indiana Department of Revenue; Treasurer, Indiana State Office Building Commission; Treasurer, Indiana Recreational Development Commission; Trustee, Indiana State Police Pension Fund; Board Member, Indiana Transportation Finance Authority; Allen County, Indiana Treasurer 1990 to February, 1999.

Charles W. Phillips, Director of the Indiana Department of Financial Institutions, 1989 to present, and Director Ex Officio, serving at the pleasure of the Governor. Residence: New Albany, Indiana. Director Ex Officio, Indiana Housing Finance Authority; President, Floyd County Bank, New Albany, Indiana, 1962 to 1985; Former Examiner, Federal Deposit Insurance Corporation.

Clark H. Byrum, Vice Chairman; term expires July 1, 2003. Residence: Indianapolis, Indiana. Chairman of the Board and President, The Key Corporation, Indianapolis, Indiana, 1977 to present; Chairman of the Board, American State Bank of Lawrenceburg, Aurora and Greendale, Indiana, 1990 to present; Board Member, NCB Corporation and Norcen Bank, 1986 to present; Member, American Bankers Association; Member, Indiana Bankers Association; Member, National Association of Life Underwriters.

C. Kurt Zorn, Director; term expires July 1, 2003. Residence: Bloomington, Indiana. Professor of Public and Environmental Affairs, Indiana University, 1994 to present; Chairman, State Board of Tax Commissioners, January 1991 to August 1994; Associate Professor, School of Public and Environmental Affairs, Indiana University, 1987 to 1994 (on leave 1989 to 1992); Member, American Economic Association; Member, National Tax Association; Member, Governmental Finance Officers Association.

Russell Breeden, III, Director; term expires July 1, 2003. Residence: Indianapolis, Indiana. Chairman of the Board and CEO, Community First Financial Group, Inc., 1993 to 2002. Director, English State Bank, 1993 to present; Chairman, Peoples Trust Bank Company, 1994 to present; Chairman, Peninsula Banking Group, 1995 to present; Chairman, Bay Cities National Bank, 1995 to present; Director and President, Bettenhausen Motorsports, Inc., 1988 to present.

Marni McKinney, Director, term expires July 1, 2004. Residence: Indianapolis, Indiana. Vice President, First Indiana Bank, 1984 to 1999; Chairman of the Board, 1999 to present; President and CEO, The Somerset Group, 1995 to 2000; Vice Chairman and Chief Executive Officer, First Indiana Corporation, 1999 to present; Board of Directors, The Children's Museum, Community Hospitals of Indiana, Inc.; Investment Committee Member, The Indianapolis Foundation.

Morris H. Mills, Director, term expires July 1, 2003. Residence: Ladoga, Indiana. Partner, Mills Bros. Farms; Member, Indiana State Senate, 1972 to 2000; Member, Indiana State House of Representatives, 1968 to 1972; Director and Officer, Maplehurst Group, 1954 to 1996.

The Directors are authorized to appoint and fix the duties and compensation of an Executive Director, who serves as both secretary and treasurer of the Board of Directors. Dan Huge was appointed Executive Director of the Indiana Bond Bank on October 9, 2001. Mr. Huge previously served as the Deputy Director of the Indianapolis Local Public Improvement Bond Bank for over three years. Mr. Huge has over 14 years of corporate accounting and managerial experience. He is a Certified Public Accountant and holds a B.S. from Purdue University.

REVENUES, FUNDS AND ACCOUNTS

Creation of Funds and Accounts

The Indenture establishes the following special trust funds and accounts to be held by the Trustee:

1. General Fund;
2. Costs of Issuance Fund;
3. Warrant Purchase Fund; and
4. Rebate Fund.

Deposit of Net Proceeds of the Notes

The Trustee will deposit the net proceeds from the sale of the Notes (net of the premium for the Financial Guaranty Insurance Policy) as follows:

1. To the Costs of Issuance Fund, in the amount needed to pay the costs of issuance of the Notes (other than Underwriters' discount) and any Additional Notes;
2. To the Costs of Issuance Fund to be paid to the Bank, in the amount needed to pay the fees owed upon issuance of the Credit Facility; and
3. To the Warrant Purchase Fund, the balance of the proceeds of the Notes available for the purchase of Warrants from Qualified Entities under the Program.

The Trustee will deposit the proceeds of any Additional Notes as provided in a Supplemental Indenture authorizing the issuance of such Additional Notes.

Deposit of Revenues and Other Receipts

The Trustee will deposit all Revenues into the Funds and Accounts as follows:

1. All payments of principal of and interest on Warrants paid by Qualified Entities, and all payments, if any, made by the Bank to the Bond Bank pursuant to the Credit Facility, will be deposited in the General Fund;
2. All income or gain from the investment of moneys (except moneys in the Rebate Fund), and all other Revenues will be deposited in the General Fund; and
3. All income or gain from the investment of moneys in the Rebate Fund will remain in the Rebate Fund.

OPERATION OF FUNDS AND ACCOUNTS

Costs of Issuance Fund

Upon issuance of the Notes and receipt of a requisition signed by an Authorized Officer of the Bond Bank, the Trustee will disburse the amounts held in the Costs of Issuance Fund for the payment of the expenses of the issuance of the Notes (as well as the expenses of the issuance of any interim or temporary notes), including, but not limited to, bond or reserve fund insurance premiums, credit enhancement or credit facility fees, the fees and expenses of Bond Counsel and general counsel to the Bond Bank, fees and expenses of the Trustee, the cost of reproducing documents, filing and recording fees, the cost of printing, execution, authentication, transportation and safekeeping of the Notes (including fees and expenses in connection with the utilization of a book-entry system for the Notes), fees and expenses of accountants and professional consultants, fees and expenses of any rating agencies and all other fees and expenses payable or reimbursable, directly or indirectly, by the Bond Bank prior to or concurrently with and in connection with the issuance and sale of the Notes. At such time as an Authorized Officer certifies that all costs of issuance have been paid, and in any event not later than 180 days following the issuance of the Notes, the Trustee will transfer any amounts remaining in the Costs of Issuance Fund to the General Fund.

General Fund

The Trustee will disburse amounts in the General Fund as follows and in the following order of priority:

1. At any time any amounts required to be transferred to the Rebate Fund;
2. Not later than 12:00 noon, Indianapolis time, on each Payment Date, such amounts as may be necessary, if any, to pay interest due to be paid on Outstanding Notes on such Payment Date;
3. Not later than 12:00 noon, Indianapolis time, on each Payment Date, such amounts as may be necessary, if any, to pay principal due to be paid on Outstanding Notes on such Payment Date;

4. At such time as may be necessary for the payment of Program Expenses (as defined in Appendix B-1), but only upon receipt by the Trustee of a requisition from an Authorized Officer (as defined in Appendix B-1) describing the Program Expenses, and only to the extent that such Program Expenses, together with all other Program Expenses paid or payable following the date of the most recent Cash Flow Certificate (as defined in the Indenture), do not exceed the amount of such Program Expenses contemplated by such Cash Flow Certificate;
5. At such times as may be required pursuant to the Credit Facility Agreement, to the Bank such amounts as may be necessary to pay amounts, if any, due under the Credit Facility Agreement; provided that such payments shall be made only after amounts then due and owing to Noteholders (other than the Bank) have been made; and
6. At such times as the Bond Bank may determine, after making all the transfers required and on submission by the Bond Bank of a Cash Flow Certificate giving effect to such transfer, to any Fund or Account or other fund or account of the Bond Bank in the discretion of the Bond Bank.

If the amount on deposit in the General Fund at 9:00 a.m., Indianapolis time, on any Payment Date is insufficient to pay the entire amount of interest and principal due on Outstanding Notes on such Payment Date (as a result of the nonpayment or late payment on Warrants and/or deficiency in or nonpayment of investment earnings corresponding thereto), then, no later than 10:00 a.m., Indianapolis time, on such Payment Date, the Trustee will request payment from the Bank under the Credit Facility Agreement, and such amounts will be deposited into the General Fund and immediately used, first for the payment of interest due on the Outstanding Notes and second for the payment of principal due on the Outstanding Notes.

Warrant Purchase Fund

The Trustee will disburse the funds held in the Warrant Purchase Fund to purchase the Warrants from the Qualified Entities upon submission of a requisition of the Bond Bank signed by an Authorized Officer stating that all requirements for the purchase of the Warrants set forth in the Indenture and in the Agreement have been met. A Qualified Entity may, at its option, receive payment from the Bond Bank for the purchase of the Qualified Entity's Warrant on an installment basis instead of receiving a lump sum payment. The initial payment installment for any Warrant purchased will be made on January 30, 2003 and will be at least \$50,000 unless otherwise consented to by the Bond Bank. The Trustee will not make any future installment advance with respect to any Warrant that has not been disbursed in full on the date that such Warrant is purchased until such time as the Trustee has received a Request for an Installment Notice in the form required by the applicable Warrant Purchase Agreement approved by the Bond Bank. Such subsequent installments will be made on the first Business Day of each month through and including May 2003. Notwithstanding the foregoing, if the full principal amount of any Warrant has not been disbursed to any Qualified Entity prior to the first Business Day of May 2003, then a final payment installment shall be made by the Trustee to such Qualified Entity in an amount, which, together with all prior payment installments made with respect to such Warrant, aggregate the principal amount of each Warrant purchased by the Bond Bank from

such Qualified Entity. See “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE” and “SUMMARY OF CERTAIN PROVISIONS OF THE WARRANT PURCHASE AGREEMENTS” in Appendix E. After purchase of all of the Warrants, any excess amounts held in the Warrant Purchase Fund will be transferred to the General Fund which transfer will not be later than December 31, 2003.

Rebate Fund

Upon the direction of the Bond Bank, the Trustee will deposit amounts for the benefit of the Bond Bank from the General Fund into the Rebate Fund. All income from investments of moneys held in the Rebate Fund will be deposited into the Rebate Fund. In the event and to the extent that amounts in the Rebate Fund exceed amounts required to be rebated to the United States of America, the Trustee will transfer such excess amounts to the General Fund upon direction of the Bond Bank. Not later than 60 days after the final maturity date of the Notes, and upon the written request of the Bond Bank, the Trustee will pay the United States of America the amounts directed by the Bond Bank at the location specified in such direction and with the reports, forms and documentation provided by the Bond Bank.

Amounts Remaining in Funds

Any amounts remaining in any Fund or Account after full payment of all of the Notes outstanding under the Indenture, all required rebate payments to the United States of America and the fees, charges and expenses of the Trustee and the Bank will be distributed to the Bond Bank.

Investment of Funds

Moneys held as a part of any Fund or Account under the Indenture, including without limitation the Rebate Fund, will be invested and reinvested at all times as fully as reasonably possible by the Trustee in investments defined to be Investment Securities under the Indenture and in accordance with the provisions of the Act and the terms and conditions of the Indenture.

The Bond Bank shall direct the Trustee (with such direction to be confirmed in writing) in the investment of such moneys. The Bond Bank will so direct the Trustee, and the Bond Bank will make all such investments of moneys under the Indenture, in accordance with prudent investment standards reasonably expected to produce the greatest investment yields while seeking to preserve principal and to avoid causing any of the Notes to become arbitrage bonds under the Code. The Bond Bank has directed the Trustee to invest all moneys held in the General Fund relating to the Notes pursuant to the provisions of the Investment Agreement.

All investments will be a part of the Fund or Account from which moneys were used to acquire such investments, and all income and profits on such investments (other than from amounts on deposit in the Rebate Fund or any Account created thereunder) will be deposited as received in the General Fund. Any investment losses will be charged to the Fund or Account from which moneys were employed to invest in the Investment Security, and the Trustee will not be liable for any investment losses so long as the Trustee complies with the provisions of the Indenture. Moneys in any Fund or Account will be invested in Investment Securities with maturity dates (or redemption dates determinable at the option of the owner of such Investment

Securities) coinciding as nearly as practicable with the times at which moneys in such Funds or Accounts will be required for transfer or disbursement under the Indenture. The Trustee will sell and reduce to cash at the best price reasonably obtainable sufficient amounts of such Investment Securities in the respective Fund or Account as may be necessary to make up a deficiency in any amounts contemplated to be disbursed from such Fund or Account.

Obligations purchased as investments of moneys in any Fund or Account with a stated maturity of less than two years will be valued at cost, including paid accrued interest and unamortized debt discount. Other such obligations will be valued at the cost, including accrued interest paid and unamortized debt discount, or market value thereof, whichever is lower, exclusive of earned accrued interest.

The Bond Bank certifies to the owners of the Notes outstanding, that amounts on deposit in any Fund or Account in connection with the Notes, regardless of whether such amounts are derived from the proceeds of Notes or any other source, are not intended to be used in a manner which will cause the interest on the Notes to lose its excludability from gross income for federal income tax purposes.

THE NOTES AS LEGAL INVESTMENTS

Under the Act all financial institutions, investment companies, insurance companies, insurance associations, executors, administrators, guardians, trustees and other fiduciaries in the State may legally invest sinking funds, money or other funds belonging to or within the control of such fiduciaries in the bonds and notes of the Bond Bank issued under the Act.

LITIGATION

Bond Bank

There is not now pending or, to the Bond Bank's knowledge, threatened any litigation (1) restraining or enjoining the issuance, sale, execution or delivery of the Notes, (2) prohibiting the Bond Bank from purchasing the Warrants with the proceeds of such Notes, (3) in any way contesting or affecting the validity of the Notes or (4) restraining or enjoining any proceedings of the Bond Bank taken with respect to the issuance or sale thereof or the pledge or application of any moneys or security provided for the payment of the Notes. Neither the creation, organization or existence of the Bond Bank nor the title of any of the present Directors or other officers of the Bond Bank to their respective offices is being contested.

Qualified Entities

Upon the issuance of the Warrants, the Bond Bank will receive a certification from each Qualified Entity described in Appendix A to the effect that there is not now pending or, to the best knowledge of such Qualified Entity, threatened any litigation restraining or enjoining (i) the execution of the Warrants or the Agreements or (ii) any proceedings of such Qualified Entity taken with respect to the Warrants or the pledge or application of any moneys or security provided for the payment of the Warrants, or in any way contesting or affecting the validity of the Warrants or the Agreements.

TAX MATTERS

In the opinion of Barnes & Thornburg, Indianapolis, Indiana, Bond Counsel, under existing laws, interest on the Notes is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended and in effect on the date of issuance of the Notes (the “Code”). The opinion of Barnes & Thornburg is based on certain certifications, covenants and representations of the Bond Bank and the Qualified Entities issuing the Warrants and is conditioned on continuing compliance therewith. In the opinion of Barnes & Thornburg, Indianapolis, Indiana, Bond Counsel, under existing laws, interest on the Notes is exempt from income taxation in the State for all purposes except the State financial institutions tax. See Appendix C for the form of opinion of Bond Counsel.

The Code imposes certain requirements which must be met subsequent to the issuance of the Notes as a condition to the exclusion from gross income of interest on the Notes for federal income tax purposes. Noncompliance with such requirements may cause interest on the Notes to be included in gross income for federal income tax purposes retroactive to the date of issue, regardless of the date on which noncompliance occurs. Should the Notes bear interest that is not excluded from gross income for federal income tax purposes, the market value of the Notes would be materially and adversely affected. It is not an event of default if interest on the Notes is not excludable from gross income for federal income tax purposes pursuant to any provision of the Code which is not in effect on the date of issuance of the Notes.

The interest on the Notes is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes. However, interest on the Notes is included in adjusted current earnings in calculating corporate alternative minimum taxable income for purposes of the corporate alternative minimum tax.

The Notes are not “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code.

Indiana Code 6-5.5 imposes a franchise tax on certain taxpayers (as defined in Indiana Code 6-5.5) which, in general, include all corporations which are transacting the business of a financial institution in the State. The franchise tax is measured in part by interest excluded from gross income under Section 103 of the Code minus associated expenses disallowed under Section 265 of the Code.

Although Bond Counsel will render an opinion that interest on the Notes is excluded from gross income for federal income tax purposes and exempt from State income tax, the accrual or receipt of interest on the Notes may otherwise affect an owner’s federal or state tax liability. The nature and extent of these other tax consequences will depend upon the owner’s particular tax status and the owner’s other items of income or deduction. Bond Counsel expresses no opinion regarding any other such tax consequences. Prospective purchasers of the Notes should consult their own tax advisors with regard to the other tax consequences of owning the Notes.

The foregoing does not purport to be a comprehensive description of all of the tax consequences of owning the Notes. Prospective purchasers of the Notes should consult their own tax advisors with respect to the foregoing and other tax consequences of owning the Notes.

AMORTIZABLE BOND PREMIUM

The initial public offering price of the Notes is greater than the principal amount payable at maturity. As a result, the Notes will be considered to be issued with amortizable bond premium (the “Bond Premium”). An owner who acquires a Note in the initial public offering will be required to adjust the owner’s basis in the Note downward as a result of the amortization of the Bond Premium, pursuant to Section 1016(a)(5) of the Code. Such adjusted tax basis will be used to determine taxable gain or loss upon the disposition of the Notes (including sale or payment at maturity). The amount of amortizable Bond Premium will be computed on the basis of the taxpayer’s yield to maturity. Rules for determining (i) the amount of amortizable Bond Premium and (ii) the amount amortizable in a particular year are set forth in Section 171(b) of the Code. No income tax deduction for the amount of amortizable Bond Premium will be allowed pursuant to Section 171(a)(2) of the Code, but amortization of Bond Premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining other tax consequences of owning the Notes. Owners of the Notes should consult their tax advisors with respect to the precise determination for federal income tax purposes of the treatment of Bond Premium upon the sale or other disposition of such Notes and with respect to the state and local tax consequences of owning and disposing of the Notes.

Special rules governing the treatment of Bond Premium, which are applicable to dealers in tax-exempt securities, are found at Section 75 of the Code. Dealers in tax-exempt securities are urged to consult their own tax advisors concerning the treatment of Bond Premium.

LEGAL MATTERS

Certain legal matters incident to the authorization and issuance of the Notes by the Bond Bank are subject to the approval of Barnes & Thornburg, Indianapolis, Indiana, Bond Counsel, whose approving opinion will be delivered with the Notes. Bond Counsel will render a further opinion that representatives of such firm have reviewed the information contained under the captions, “INTRODUCTION” (other than information under the headings “The Bond Bank” and “The Official Statement; Additional Information”), “SECURITY AND SOURCES OF PAYMENT FOR THE NOTES” (other than information under the headings “Provisions for Payment of the Warrants,” “Credit Facility” and “The Investment Agreement”), “DESCRIPTION OF THE NOTES” (other than information under the heading “Book-Entry-Only System”), “REVENUES, FUNDS AND ACCOUNTS,” “OPERATION OF FUNDS AND ACCOUNTS,” “TAX MATTERS” and “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE” in Appendix E, in Appendix B-1 and in Appendix C of this Official Statement, insofar as they purport to summarize certain provisions of the Act, the Notes and the Indenture, present a fair summary of such provisions. Bond Counsel has not undertaken to review the accuracy or completeness of statements under any other heading of this Official Statement, and expresses no opinion thereon and assumes no responsibility in connection therewith. Certain legal matters will be passed upon for the Bond Bank by its counsel, Baker & Daniels, Indianapolis, Indiana. Certain legal matters will be passed upon for the Underwriters by their counsel, Mayer, Brown, Rowe & Maw, Chicago, Illinois, and for the Bank, by its counsel, Emmet Marvin & Martin, LLP, New York, New York.

Bingham McHale LLP, Indianapolis, Indiana, serves as bond counsel to the Qualified Entities in connection with the issuance and sale of the Warrants to the Bond Bank and will be passing on certain legal matters in connection therewith.

The remedies available to the Trustee, to the Bond Bank or to the owners of the Notes upon an Event of Default under the Indenture, under the terms of any of the Warrants purchased by the Bond Bank, under the terms of any Agreement or under the terms of the Investment Agreement or the Credit Facility Agreement are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code (the United States Bankruptcy Code), the remedies provided in the Indenture and under the Warrants, the Agreements, the Investment Agreement or the Credit Facility Agreement may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Notes will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally (regardless of whether such enforceability is considered in a proceeding in equity or in law), by general principles of equity (regardless of whether such proceeding is considered in a proceeding in equity or at law) and by the valid exercise of the constitutional powers of the State and the United States of America. These exceptions would encompass any exercise of any of the Qualified Entity's police powers in a manner consistent with the public health and welfare. Enforceability of the Indenture, the Warrants or the Agreements in situations where such enforcement may adversely affect public health and welfare may be subject to the police powers of the State or any of the Qualified Entities.

RATINGS

Moody's and S&P have assigned ratings of "MIG-1" and "SP-1+" respectively, to the Notes. These ratings reflect only the view of Moody's and S&P and an explanation thereof may be obtained from Moody's at 99 Church Street, New York, New York 10007 and from S&P at 55 Water Street, New York, New York 10041. None of such ratings is a recommendation to buy, sell or hold the Notes. There is no assurance that such ratings will remain in effect for any given period of time or that any of such ratings will not be lowered or withdrawn entirely by Moody's or S&P if, in their judgment, circumstances so warrant. Any such downward revision or withdrawal of the ratings may have an adverse effect upon the market price or marketability of the Notes.

UNDERWRITING

Under a contract of purchase entered into between the Underwriters listed on the cover page of this Official Statement and the Bond Bank, the Notes are being purchased by the Underwriters for reoffering at an aggregate purchase price of \$873,427,130.45. The purchase price reflects the original principal amount of the Notes, \$866,435,000.00, together with an original issue premium of \$7,641,956.70, less an Underwriters' discount of \$649,826.25. The contract of purchase provides that the Underwriters will purchase all of the Notes if any are purchased. The obligations of the Bond Bank to deliver the Notes and of the Underwriters to accept delivery of the Notes are subject to various conditions contained in the contract of purchase.

The Underwriters have agreed to make an initial public offering of all of the Notes at yields not less than the yields set forth on the cover page of this Official Statement. The Underwriters may offer and sell the Notes to certain dealers (including dealers depositing the Notes into investment trusts) at prices lower than the initial public offering prices reflected on the cover page of this Official Statement.

CONTINUING DISCLOSURE

General

Pursuant to the terms of the Indiana Bond Bank Continuing Disclosure Agreement, the Bond Bank, while the Notes are outstanding (unless the Notes are defeased), has agreed to provide to each nationally recognized municipal securities information repository (“NRMSIR”), or to the Municipal Securities Rulemaking Board, and to the Indiana State Information Depository then in existence, if any (the “State Depository”), the following event notices with respect to the Notes, if material, and in a timely manner:

- 1) principal and interest payment delinquencies;
- 2) non-payment related defaults;
- 3) unscheduled draws on debt service reserves reflecting financial difficulties;
- 4) unscheduled draws on credit enhancements reflecting financial difficulties;
- 5) substitution of credit or liquidity providers, or their failure to perform;
- 6) adverse tax opinions or events affecting the tax-exempt status of the security;
- 7) modifications to rights of security holders;
- 8) Note calls;
- 9) defeasances;
- 10) release, substitution or sale of property securing repayment of the securities; and
- 11) rating changes.

Each Qualified Entity, while the Notes are outstanding or until its Warrants are legally defeased, redeemed or paid in full, has agreed to provide to the Bond Bank the preceding event notices with respect to its Warrants if material, and in a timely manner. The disclosure obligations of the Bond Bank and each of the Qualified Entities are referenced as the “Undertakings.”

Remedy

The purpose of the Undertakings is to enable the Underwriters to purchase the Notes in satisfaction of Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “Rule”). The Undertakings are solely for the benefit of the holders and Beneficial Owners of the Notes. The sole remedy against the Bond Bank or any Qualified Entity for any failure to carry out any provision of the Undertakings shall be for specific performance of the Bond Bank’s or such Qualified Entity’s disclosure obligations under the Undertakings. The Trustee may (and, at the request of the holders of at least 25% in aggregate principal amount of Outstanding Notes, shall), or any holder or Beneficial Owner of the Notes, may seek a mandate or specific performance by court order, to cause the Bond Bank or Qualified Entity to comply with its obligations under the Undertakings. For the purposes of this section only, “Beneficial Owner” means any person which (a) has the power, directly or

indirectly, to vote or consent with respect to, or to dispose of ownership of, any Notes (including persons holding any Notes through nominees, depositories or other intermediaries) or (b) is treated as the owner of any Note for federal income tax purposes.

Failure on the part of the Bond Bank or any Qualified Entity to honor its Undertaking shall not constitute a breach or default under the Notes, the Indenture, the Warrants or any other agreement to which the Bond Bank or the Qualified Entity is a party.

Modification of Undertakings

The Bond Bank, the Trustee and any Qualified Entity may, from time to time, amend any provision of the Undertakings without the consent of the holders or Beneficial Owners of the Notes if: (a) such amendment (if related to certain provisions of the Undertakings) is made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the Bond Bank or any Qualified Entity or type of business conducted, (b) the respective Undertaking, as so amended, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule on the date of execution thereof, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, and (c) such amendment either (i) is approved by the holders of the Notes in the same manner as provided in the Indenture for amendments to the Indenture with the consent of holders or (ii) in the opinion of nationally recognized bond counsel, does not materially impair the interests of the holders or Beneficial Owners of the Notes.

Copies of the Undertakings are available from the Bond Bank upon request.

Compliance with Previous Undertakings

In the previous five years, the Bond Bank and each of the Qualified Entities has never failed to comply, in all material respects, with any previous undertakings in a written contract or agreement that any of them entered into pursuant to subsection (b)(5) of the Rule.

MISCELLANEOUS

The Bond Bank's offices are located at 2980 Market Tower, 10 West Market Street, Indianapolis, Indiana 46204, telephone (317) 233-0888.

All quotations from, and summaries and explanations of, the Act, the Indenture, the Credit Facility Agreement and the Agreements contained in this Official Statement do not purport to be complete and reference is made to each such document or instrument for full and complete statements of its provisions. The attached Appendices are an integral part of this Official Statement and must be read together with all of the foregoing statements. Copies in a reasonable quantity of the Act, the Indenture, the form of Agreement, the Credit Facility Agreement and the supplemental materials furnished to the Bond Bank by the Qualified Entities may be obtained upon request directed to the Bond Bank.

It is the Bond Bank's current policy to provide its financial statements to the holders of its obligations, including the Notes, upon written request. In addition, certain other information

concerning the Bond Bank is available to the Trustee and holders of the Notes pursuant to the Indenture.

Neither any advertisement of the Notes nor this Official Statement is to be construed as constituting an agreement with the purchasers of the Notes. So far as any statements are made in this Official Statement involving matters of opinion, whether or not expressly so stated, they are intended merely as such and not as representations of fact.

This Official Statement has been duly approved, executed and delivered by the Bond Bank.

INDIANA BOND BANK

By: /s/ Tim Berry
Chairman Ex Officio

APPENDIX A

SUMMARY OF INFORMATION REGARDING THE QUALIFIED ENTITIES

The proceeds of the Notes are anticipated to be used by the Trustee on behalf of the Bond Bank to purchase Warrants from the respective Qualified Entities set forth in this Appendix A. As of the date of the issuance of the Notes, such Qualified Entities will have entered into agreements with the Bond Bank. The Bond Bank may also use the proceeds of the Notes to purchase Warrants from other Qualified Entities or in additional amounts from Qualified Entities participating in the Program if for any reason a Qualified Entity described in this Appendix A does not participate, either in whole or in part, in the Program.

The following Qualified Entities, as further described below, have a taxpayer or industry group of taxpayers that in the aggregate comprise 10% or more of Assessed Valuation of the Qualified Entity:

<u>Qualified Entity</u>	<u>Total Warrants as a Percentage of Total Borrowing</u>
LAKE COUNTY QUALIFIED ENTITIES *	
Lake County	6.32%
Calumet Township	0.58
East Chicago Public Library (1)	0.20
School City of East Chicago (1)	0.56
Gary Community School Corporation	2.40
Gary Public Library	0.20
City of Gary	3.26
Gary Chicago Airport	0.08
Gary Public Transportation Corporation	0.16
School City of Whiting	0.40
PORTER COUNTY QUALIFIED ENTITIES *	
City of Portage (2)	0.55
Portage Township Schools (2)	1.02
OTHER QUALIFIED ENTITIES	
Attica Consolidated School Corporation	0.05
Bedford Public Library	0.01
Cannelton City Schools	0.03
Crawfordsville Community School Corporation	0.56
DeKalb County Eastern Community School District	0.31
East Gibson School Corporation	0.13
Elwood Community School Corporation	0.15
Fayette County School Corporation	0.71
Greencastle Community Schools	0.40
Jay School Corporation	0.61
Kankakee Valley School Corporation	0.56
Kokomo-Center Township Consolidated School Corporation	0.62
Lawrenceburg Community School Corporation	0.62
Marion Community Schools	0.71

APPENDIX A
(Continued)

Middlebury Community Schools	0.38
Milan Community School Corporation	0.07
North Gibson School Corporation	0.30
Randolph Southern School Corporation	0.08
South Central Community School Corporation	0.15
South Gibson School Corporation	0.44
South Montgomery Community School Corporation	0.32
Sunman-Dearborn Community School Corporation	0.85
Switzerland County School Corporation	0.06
Wa-Nee Community Schools	0.37
Warsaw Community Schools	1.03

* The Qualified Entities listed under this heading do not represent all of the Qualified Entities participating in the Program located in this county.

(1) As mentioned under the caption "RISK FACTORS", a more detailed discussion of this Qualified Entity can be found on page A-3.

(2) As mentioned under the caption "RISK FACTORS", a more detailed discussion of this Qualified Entity can be found on page A-4.

LAKE COUNTY QUALIFIED ENTITIES

Lake County is located in the northwest corner of the State of Indiana on Lake Michigan. It is a high-density industrial area that contains several residential communities in the greater Chicago Metropolitan Area. Steel production is one of the largest industries in the area and several governmental units have large steel producers as taxpayers.

LTV Corporation, a nationwide steel company with an integrated plant located in East Chicago, Indiana, filed for protection under Title 11 of the United States Code (the United States Bankruptcy Code) on December 29, 2000. On December 7, 2001, the United States Bankruptcy Court issued an order authorizing the implementation of an Asset Protection Plan (the "Plan").

The Plan included the shutdown and sale of all integrated steel assets. An auction of LTV Corporation integrated steel assets, including those located in East Chicago, was conducted in February 2002 and the sale to International Steel Group (ISG) was completed in April 2002. The East Chicago plant was reopened in May 2002 with production and shipments starting shortly thereafter.

The Lake County Auditor excluded the LTV Corporation assessed value in Lake County for the purpose of setting 2002 property tax rates for the affected Lake County taxing units and has continued this exclusion in setting 2003 property tax rates. The remaining two steel producers (Ispat Inland and U.S. Steel Corporation) together comprise approximately 8% of the Assessed Valuation of *Lake County*, a participating Qualified Entity.

Two participating Qualified Entities (*East Chicago Public Library and School City of East Chicago*) have the same tax base. The exclusion of LTV Corporation assessed value from the tax base for purposes of setting the 2003 tax rates results in the assessed value of the plant and property of Ispat Inland being approximately 50% of the Assessed Valuation of these East Chicago Qualified Entities. Another industrial taxpayer, BP Amoco, is approximately 11% of the adjusted tax base of these Qualified Entities.

The affected East Chicago Qualified Entities are borrowing less than the maximum amounts permitted under the Program. Additionally, the East Chicago Public Library has entered into an individual deposit agreement with the Bond Bank and a certain local bank, pursuant to which all tax receipts and other revenues payable by or through the Lake County Auditor's Office to or for the benefit of the East Chicago Public Library's Warrant Fund are to be transmitted directly to an account with the local bank and used to pay principal and interest on the Warrants of this Qualified Entity at the direction of the Bond Bank. Based upon representations of the School City of East Chicago concerning fund reserves held by the School City of East Chicago, it will not be required to enter into the aforementioned deposit agreement.

Calumet Township - A steel producer, U.S. Steel Corporation, comprises 15% of the Assessed Valuation of Calumet Township, a participating Qualified Entity.

City of Gary - A steel producer, U.S. Steel Corporation, comprises 30% of the Assessed Valuation of the City of Gary, a participating Qualified Entity.

Gary Community School Corporation and Gary Public Library - Two participating Qualified Entities have the same tax base. A steel producer, U.S. Steel Corporation, comprises 42% of the Assessed Valuation of the Gary Community School Corporation and the Gary Public Library.

Gary/Chicago Airport - A steel producer, U.S. Steel Corporation, comprises 10% of the Assessed Valuation of the Gary/Chicago Airport, a participating Qualified Entity.

Gary Public Transportation Corporation - A steel producer, U.S. Steel Corporation, comprises 19% of the Assessed Valuation of the Gary Public Transportation Corporation, a participating Qualified Entity.

School City of Whiting - BP Amoco comprises 54% of the Assessed Valuation of the School City of Whiting.

PORTER COUNTY QUALIFIED ENTITIES

Porter County is located in northwest Indiana adjacent to Lake Michigan. The northern portion of the County serves as a multi-modal transportation network and includes the Port of Indiana, the Chicago South Bend & South Shore Railroad, the Indiana Toll Road and other major interstate highways. It is also a high-density industrial area and includes several steel producers and processors.

Bethlehem Steel filed for protection under Title 11 of the United States Code (the United States Bankruptcy Code) on October 15, 2001. On November 8, 2001, Bethlehem Steel announced that it had notified Porter County that it would not make the semi-annual property tax payment due November 13, 2001 and that it did not expect to pay its property taxes due in 2002. In December 2001, the Indiana State Board of Finance authorized a \$3 million, three-year loan to the civil taxing units affected by the non-payment by Bethlehem of its property tax payment due November 13, 2001. The loans were made in proportion to the amount each taxing unit was to receive from the scheduled payment.

On January 6, 2003, the end of a 60-day period of exclusivity between Bethlehem Steel and International Steel Group (ISG) for the purpose of due diligence for a possible combination of operations, Bethlehem Steel received a proposal from ISG to acquire all of Bethlehem Steel's steel making assets. It is expected that Bethlehem Steel will take several weeks to review the proposal as well as continue to pursue its stand-alone plan of reorganization.

The Porter County Auditor has excluded the Bethlehem Steel assessed value in Porter County for the purpose of setting 2003 property tax rates for the affected Porter County taxing units.

On March 6, 2002, National Steel Corporation filed for protection under Title 11 of the United States Code (the United States Bankruptcy Code). The Midwest Operations of its Regional Division are located in the *City of Portage*. The plant has continued operations since the filing. On January 9, 2003, National Steel Corporation announced it had signed

an Asset Purchase Agreement with U. S. Steel Corporation for the sale of substantially all of National Steel's steel making and finishing assets. A hearing in bankruptcy court to consider procedural matters relating to the U.S. Steel transaction has been scheduled for January 30, 2003. On January 23, 2003, AK Steel Corporation submitted its proposal to purchase substantially all of National Steel's steel making and finishing assets. AK Steel has stated it will seek, at the January 30 hearing, to be declared the lead bidder for National Steel's assets. National Steel is reviewing both offers that are subject to a number of conditions and will continue to pursue its plan for a stand-alone reorganization until the completion of any transaction.

The Porter County Auditor has excluded the National Steel Corporation assessed value in Porter County for the purpose of setting 2003 property tax rates for the affected Porter County taxing units.

City of Portage - Bethlehem Steel and National Steel, prior to their exclusion from the property tax base, comprised 2% and 17%, respectively, of the Assessed Valuation of the City of Portage. Subsequent to their exclusion, three steel related companies jointly comprise 7% of the Assessed Valuation of the City of Portage (Beta Steel 4%, Steel Technologies 2% and Chicago Cold Rolling 1%).

Portage Township Schools - Bethlehem Steel and National Steel, prior to their exclusion from the property tax base, comprised 5% and 14%, respectively, of the Assessed Valuation of Portage Township Schools. Subsequent to their exclusion, three steel related companies jointly comprise 5% of the Assessed Valuation of Portage Township Schools (Beta Steel 4%, Steel Technologies 1% and Chicago Cold Rolling less than 1%).

OTHER QUALIFIED ENTITIES

Attica Consolidated School Corporation - Attica Consolidated School Corporation is located in Fountain County in west central Indiana. The largest taxpayer in the School District is a steel producer (Harrison Steel) that comprises 16% of the Assessed Valuation of the Attica Consolidated School Corporation.

Bedford Public Library - Bedford Public Library is located in Lawrence County in southern Indiana. The largest taxpayer in the Library District is an automobile factory (General Motors) which comprises 10% of the Assessed Valuation of the Bedford Public Library.

Cannelton City Schools - Cannelton City Schools is located in Perry County in southern Indiana on the Ohio River. The largest taxpayers in the School District (Can Clay - 13% and Schwab Safe - 20%) jointly comprise 33% of the Assessed Valuation of Cannelton City Schools.

Crawfordsville Community School Corporation - Crawfordsville Community School Corporation is located in Montgomery County in central Indiana about 40 miles west of Indianapolis. The largest taxpayers in the School District (R.R. Donnelley - 13% and Raybestos - 11%) jointly comprise 24% of the Assessed Valuation of the Crawfordsville Community School Corporation.

DeKalb County Eastern Community School District – DeKalb County Eastern Community School District is located in northeastern Indiana about 25 miles northeast of Fort Wayne, Indiana. Three steel producers (Steel Dynamics Incorporated – 58%, Iron Dynamics – 18% and Heidtman Steel – 7%) jointly comprise 83% of the Assessed Valuation of DeKalb County Eastern Community School District.

East Gibson School Corporation – East Gibson School Corporation is located in Gibson County in southwest Indiana north of Evansville. Two coal producers (Black Beauty Coal Company – 24% and United Minerals – 10%) jointly comprise 34% of the Assessed Valuation of the East Gibson School Corporation.

Elwood Community School Corporation – The Elwood Community School Corporation is located in Madison County in north central Indiana about 30 miles northeast of Indianapolis. The largest taxpayer in the School District is an automotive parts manufacturer (ELSA Corporation) which comprises 15% of the Assessed Valuation of the Elwood Community School Corporation.

Fayette County School Corporation – The Fayette County School Corporation is located in Fayette County in east central Indiana about 70 miles east of Indianapolis. The largest taxpayer in the School District is an automotive components manufacturer (Visteon) which comprises 26% of the Assessed Valuation of the Fayette County School Corporation.

Greencastle Community Schools – Greencastle Community Schools is located in Putnam County in west central Indiana about 40 miles west of Indianapolis. The largest taxpayer in the School District is a cement producer (Lone Star) which comprises 10% of the Assessed Valuation of Greencastle Community Schools.

Jay School Corporation – Jay School Corporation is located in Jay County in east central Indiana. Two glass producers (St. Gobain Container Company (Ball Foster) – 8% and Indiana Glass Company – 3%) jointly comprise 11% of the Assessed Valuation of the Jay School Corporation.

Kankakee Valley School Corporation – Kankakee Valley School Corporation is located in Jasper County in northwest Indiana. The largest taxpayer in the School District (Northern Indiana Public Service Company, a utility) comprises 45% of the Assessed Valuation of the Kankakee Valley School Corporation.

Kokomo-Center Township Consolidated School Corporation – The Kokomo-Center Township Consolidated School Corporation is located in Howard County in north central Indiana about 40 miles north of Indianapolis. The largest taxpayers in the School District are two automotive companies (Delphi Delco Electronics – 18% and Daimler Chrysler Corporation – 26%) that jointly comprise 44% of the Assessed Valuation of the Kokomo-Center Township Consolidated School Corporation.

Lawrenceburg Community School Corporation – The Lawrenceburg Community School Corporation is located in Dearborn County in southeast Indiana near Cincinnati, Ohio. The largest taxpayer in the School District (American Electric Power Company, a utility)

comprises 17% of the Assessed Valuation of the Lawrenceburg Community School Corporation.

Marion Community Schools – Marion Community Schools is located in Grant County in the central portion of Indiana, north of Indianapolis. The largest taxpayer in the School District is an automotive manufacturer (General Motors) that comprises 16% of the Assessed Valuation of Marion Community Schools.

Middlebury Community Schools – Middlebury Community Schools is located in Elkhart County in northern Indiana east of South Bend. Three housing/recreational vehicle manufacturers (Jayco Inc. – 6%, Coachman Industries – 4% and Schult Homes – 1%) jointly comprise 11% of the Assessed Valuation of Middlebury Community Schools.

Milan Community School Corporation – Milan Community Schools is located in Ripley County in southeastern Indiana about 45 miles west of Cincinnati, Ohio. The largest taxpayer in the School District (Hillenbrand Industries, a finance, insurance and investment company) comprises 13% of the Assessed Valuation of Milan Community Schools.

North Gibson School Corporation – North Gibson School Corporation is located in Gibson County in southwestern Indiana, north of Evansville. The largest taxpayer in the School District is an automotive manufacturer (Toyota Motor Manufacturing, Inc.) that comprises 35% of the Assessed Valuation of North Gibson School Corporation.

Randolph Southern School Corporation – Randolph Southern School Corporation is located in Randolph County in east central Indiana. Two casket manufacturers (Astral Industries – 9% and York – 1%) jointly comprise 10% of the Assessed Valuation of Randolph Southern School Corporation.

South Central Community School Corporation – South Central Community School Corporation is located in LaPorte County in northwest Indiana. The largest taxpayers in the School District (Midland Grocery Distribution Center and Grand Trunk & Western Railroad) comprise 15% and 12%, respectively, of the Assessed Valuation of the South Central Community School Corporation.

South Gibson School Corporation – South Gibson School Corporation is located in Gibson County in southwest Indiana, north of Evansville. The largest taxpayer in the School District (Cinergy/PSI Energy, a utility) comprises 38% of the Assessed Valuation of the South Gibson School Corporation.

South Montgomery Community School Corporation – The South Montgomery Community School Corporation is located in Montgomery County in the west central portion of Indiana about 40 miles west of Indianapolis. The three largest taxpayers in the School District are steel producers (Nucor – 48%, Heidtman Steel – 3% and Performance Master – 1%) that jointly comprise 52% of the Assessed Valuation of the South Montgomery Community School Corporation.

Sunman-Dearborn Community School Corporation – Sunman-Dearborn Community School Corporation is located in Dearborn County in southwest Indiana about 20 miles west of

Cincinnati, Ohio. The largest taxpayer in the School District (American Electric Power, a utility) comprises 13% of the Assessed Valuation of the Sunman-Dearborn Community School Corporation.

Switzerland County School Corporation – Switzerland County School Corporation is located in Switzerland County in southeast Indiana. The largest taxpayer (Belterra Casino and Resort) comprises 20% of the Assessed Valuation of the Switzerland County School Corporation.

Wa-Nee Community Schools – Wa-Nee Community Schools is located in Elkhart County in northern Indiana east of South Bend. The largest taxpayers in the School District are four recreational vehicle related companies (Monaco Coach – 6%, Gulf Stream Coach – 2%, Newmar Corporation – 2%, and Travel Supreme – 1%) that jointly comprise 11% of the Assessed Valuation of Wa-Nee Community Schools.

Warsaw Community Schools – Warsaw Community Schools is located in Kosciusko County in northern Indiana. The largest taxpayers in the School District are three orthopedic companies (Zimmer – 5%, DePuy – 3% and Biomet – 2%) that jointly comprise 10% of the Assessed Valuation of Warsaw Community Schools.

Reports

Copies of the most recent State Board of Accounts Audit Reports, CTARs (unaudited annual financial report for units of government other than school corporations) and Form 9s (unaudited semi-annual financial report for school corporations) for the last two calendar years have been furnished to the Bond Bank by the Qualified Entities described in this Appendix A and may be obtained in reasonable quantities upon request directed to the Bond Bank, 10 West Market Street, Suite 2980, Indianapolis, Indiana 46204, telephone (317) 233-0888. Copies of State Board of Accounts Audit Reports and CTARs are also available from the State Board of Accounts, 302 West Washington Street, Room E418, Indiana Government Center South, Indianapolis, Indiana 46204. Copies of Form 9s are also available from the Indiana Department of Education, Division of School Finance, Room 229, State House, Indianapolis, Indiana 46204.

Information Pertaining to the Qualified Entity and its Warrant Borrowings

Certain information pertaining to the Qualified Entities anticipated to issue Warrants to be purchased with the proceeds of the Notes is set forth in tabular form in this Appendix A under the heading "Qualified Entities Borrowing Information for Notes". Such information includes, for each respective Qualified Entity, the following: the Fund of such Qualified Entity for which a Warrant is anticipated to be issued; the County in which the Qualified Entity is situated (in the case of Qualified Entities situated in more than one County, the predominant County); the Estimated 2003 Ad Valorem Property Tax Levy for the Fund of the Qualified Entity estimated to be collected for and distributed to the Qualified Entity for such Fund; the Maximum Allowable Borrowing for such Qualified Entity under the Program limitations established by the Bond Bank (see the caption "THE PROGRAM -- Program Participation and Borrowing Limits" in this Official Statement); the Principal Amount of the Warrant related to the December distribution of property taxes and anticipated to mature December 31, 2003; the Principal Amount of the Warrant to mature June 30, 2003 or, if the June distribution occurs after June 30, 2003, the fourth business day following the date of such distribution; the Percentage of Note Issue Size of the Warrants anticipated to be issued for such Qualified Entity to the total principal amount of the Notes; the Total Estimated Fund Revenues to be received by the Qualified Entity for the Fund during the calendar year 2003; and the Average Percentage of Tax Collections for the calendar years 1999, 2000 and 2001 for the Qualified Entity.

The information described above and set forth in tabular form in this Appendix A, unless otherwise indicated, was obtained from information submitted to the Bond Bank by the Qualified Entities and, while believed to be reliable, has not been verified by independent investigation. The Bond Bank will require that each of the Qualified Entities certify, as of the date that its respective Warrants are purchased by the Bond Bank, that the information contained in this Official Statement relating to such Qualified Entities and their respective Warrants was correct as of the date of this Official Statement and continues to be correct as of the date that its respective Warrants are purchased by the Bond Bank. The material set forth in this Appendix A is for information and background purposes only and is not intended and should not be deemed to be a comprehensive or exhaustive presentation of all financial and economic information which may be pertinent with respect to each Qualified Entity. Further, the information in this Appendix A does not represent an analysis or representation of all of the detailed financial and other information reviewed by the Bond Bank and Crowe Chizek in the course of the Bond Bank's determination to purchase the Warrants of the Qualified Entities.

INDIANA BOND BANK
Qualified Entities Borrowing Information for Notes

Qualified Entity	Fund (1)	County	Estimated 2003		Maximum Allowable Borrowing (3)	Principal Amount of Warrant (December)	Principal Amount of Warrant (June) (4)	Warrants as a Percentage of Note Issue Size	Total 2003 Estimated Fund Revenues (5)	Average Tax Collections % for 1999, 2000, and 2001 (6)					
			Ad Valorem Property Tax Levy (2)	\$											
Schools															
Anderson Community Schools	G	Madison	\$	16,411,732	\$	6,564,693	\$	12,339,168	(7)	\$	6,564,693	2.78	%	99.89	%
	CP		5,339,647	2,135,859	2,135,859		2,135,859				7,011,294				
	T		3,484,395	1,393,758	1,050,260	-					4,193,703				
	G		884,169	353,668	353,668		353,668				4,200,618	0.12		100.52	
Argos Community Schools	TB	Marshall		55,532	22,213		12,800			35,000					
	T		216,817	86,727	26,931	-				260,200					
	DS		582,557	233,023	233,023		65,818			638,000					
	G		1,418,849	567,540	302,072	-			0.05	5,449,970			101.15		
Attica Consolidated School Corporation	T	Fountain		174,873	69,949		69,949			216,905					
	CP		497,479	198,992	45,898	-				635,220					
	G		2,996,996	1,198,798	1,198,798		619,353			9,926,631	0.27		101.78		
	CP		1,118,976	447,590	306,458	-				1,458,426					
Baugo Community Schools	TB	Elkhart		41,309	16,524		16,524			46,602					
	T		590,469	236,188	191,677	-				697,536					
	G		3,739,506	1,495,802	1,495,802		772,367			13,755,707	0.49		97.63		
	T		577,078	230,831	230,831		107,844			666,204					
Beech Grove City Schools	CP	Marion		972,599	389,040		389,040			1,061,394					
	DS		2,198,541	879,416	879,416		195,257			2,511,941					
	TB		156,466	62,586	62,586		62,586			171,860					
	G		3,281,513	1,312,605	1,312,605		364,040			13,658,609	0.19		102.62		
Blackford County Schools	G	Marshall		2,562,382	1,024,953		1,024,953			7,516,246	0.28		101.87		
	T		356,228	142,491	142,491		4,305			404,692					
	CP		712,999	285,200	70,095	-				612,648					
	DS		1,310,332	524,133	524,133		161,278			1,453,258					
Brown County School Corporation	CP	Brown		1,364,333	545,733		545,733			1,831,879	0.41		100.60		
	G		3,450,110	1,380,044	1,380,044		1,126,739			12,857,266					
	G		7,840,077	3,136,031	3,136,031		2,216,728			31,075,000	1.32		100.40		
	TB		954,795	381,918	381,918		298,082			1,185,000					
Brownsburg Community School Corporation	T	Hendricks		1,780,995	712,398		712,398			2,167,400					
	DS		10,039,635	4,015,854	4,015,854		312,068			12,800,000					
	G		358,560	143,424	143,424		76,049			1,738,190	0.03		100.16		
	G		11,269,351	4,507,740	3,470,938	-				36,078,151	0.81		100.48		
Cannelton City Schools	TB	Perry		769,672	307,869		307,869			810,620					
	DS		7,477,439	2,990,976	2,620,926	-				8,762,972					
	T		1,350,455	540,182	470,307	-				1,836,678					
	T		567,143	226,857	118,236	-				713,296	0.22		97.58		
Center Grove Community School Corporation	G	Wayne		1,791,727	716,691		716,691			9,121,719					
	DS		1,483,399	593,360	327,058	-				1,909,598					

APPENDIX A
(Continued)

The footnotes, numbered (1) through (8) as referenced above and shown on page A-23 of this Appendix, are a material part of this table and should be reviewed carefully.

INDIANA BOND BANK
Qualified Entities Borrowing Information for Notes

Qualified Entity	Fund (1)	County	Estimated 2003 Ad Valorem Property Tax Levy (2)	Maximum Allowable Borrowing (3)	Principal Amount of Warrant (December)	Principal Amount of Warrant (June) (4)	Warrants as a Percentage of Note Issue Size	Total 2003 Estimated Fund Revenues (5)	Average Tax Collections % for 1999, 2000, and 2001 (6)
Central Noble Community School Corporation	CP		603,900	241,560	241,560	32,631		782,474	
	TB		141,828	56,731	51,864	51,864		137,620	
	G	Noble	1,985,543	794,217	794,217	196,185	0.11	8,124,107	101.78
Clark-Pleasant Community School Corporation	G	Johnson	5,466,074	2,186,430	2,186,430	1,813,570	0.84	20,860,577	101.03
	CP		2,014,369	805,748	450,000	-		2,883,200	
	DS		4,561,806	1,824,722	1,824,722	25,278		5,877,360	
Cowan Community School Corporation	TB		526,574	210,630	200,000	-		650,500	
	TO		1,477,304	590,922	590,922	209,078		1,880,788	
	G	Delaware	818,875	327,550	327,550	327,550	0.11	3,779,818	100.32
Crawfordsville Community School Corporation	TB		48,603	19,441	19,220	19,220		56,670	
	T		188,425	75,370	72,577	-		272,999	
	CP	Montgomery	250,947	100,379	100,379	77,611		323,910	
Crown Point Schools	DS		4,357,234	1,742,894	1,742,894	452,767	0.56	4,834,936	96.24
	CP		1,288,664	515,466	515,466	128,534		1,880,379	
	G	Lake	3,827,049	1,530,820	1,530,820	529,680		15,353,558	
Culver Community School Corporation	G		8,816,456	3,526,582	3,526,582	1,709,533	0.96	31,766,735	97.00
	DS		6,920,991	2,768,396	643,982	-		8,223,706	
	CP		2,590,295	1,036,118	1,036,118	466,711		3,038,356	
Danville Community Schools	T	Marshall	1,987,848	795,139	795,139	210,929		2,607,644	
	G		2,356,075	942,430	942,430	887,597	0.28	6,857,715	100.99
	DS	Hendricks	1,292,610	517,044	517,044	91,678		1,435,372	
DeKalb County Eastern C.S.D.	TB		277,701	111,080	111,080	20,920	0.23	255,000	99.61
	CP		1,283,384	513,354	364,000	-		1,260,000	
	DS		2,624,732	1,049,893	29,000	-		2,411,000	
East Allen County School Corporation	G		2,934,854	1,173,942	1,088,000	-		10,113,000	
	T		805,267	322,107	322,107	62,693		1,099,000	
	G	DeKalb	3,272,155	1,308,862	1,308,862	667,455	0.31	9,137,700	101.76
East Gibson School Corporation	CP		1,324,700	529,880	436,109	-		2,734,500	
	TB		108,212	43,285	38,331	-		143,484	
	T	Allen	767,874	307,150	289,490	-		1,088,753	
East Porter County Schools	G		16,508,461	6,603,384	5,464,765	-	0.72	54,073,041	103.21
	TB		1,042,624	417,050	417,050	417,050		1,187,196	
	G	Lake	11,449,718	4,579,887	4,579,887	322,155	0.56	46,894,205	91.32
School City of East Chicago	DS	Gibson	916,055	366,422	366,422	36,780	0.13	1,061,392	101.52
	T		505,216	202,086	136,371	-		643,269	
	G		2,047,461	818,984	601,974	-		6,431,884	
Total	G	Porter	4,917,439	1,966,976	1,966,976	1,239,955	0.57	11,619,000	99.83
	CP		1,558,249	623,300	623,300	415,384		1,946,000	
	TB		343,660	137,464	67,129	-		375,000	
	DS		2,811,728	1,124,691	687,255	-		3,573,000	

The footnotes, numbered (1) through (8) as referenced above and shown on page A-23 of this Appendix, are a material part of this table and should be reviewed carefully.

INDIANA BOND BANK
Qualified Entities Borrowing Information for Notes

Qualified Entity	Fund (1)	County	Estimated 2003		Principal Amount of Warrant (December)	Principal Amount of Warrant (June) (4)	Warrants as a Percentage of Note Issue Size	Total 2003 Estimated Fund Revenues (5)	Average Tax Collections % for 1999, 2000, and 2001 (6)
			Ad Valorem Property Tax Levy (2)	Maximum Allowable Borrowing (3)					
Eastbrook Community School Corporation	G	Grant	1,995,182	798,073	798,073	257,168	0.12	9,147,838	98.56
Eastern Howard Community School	G	Howard	1,808,842	723,537	687,504	-	0.11	7,735,500	100.50
	DS		2,079,210	831,684	232,496	-		2,848,821	
Elwood Community School Corporation	G	Madison	1,874,025	749,610	749,610	408,197	0.15	11,814,126	100.25
	T		293,276	117,310	110,093	-		433,500	
Evansville-Vanderburgh School Corporation	G	Vanderburgh	47,299,078	18,919,631	18,919,631	7,023,037	4.28	139,418,370	100.42
	T		8,969,837	3,587,935	3,587,935	726,540		11,196,343	
	CP		13,149,065	5,259,626	5,259,626	1,792,574		20,404,740	
Fayette County School Corporation	G	Fayette	6,365,059	2,546,024	2,546,024	709,576	0.71	24,329,789	101.34
	T		1,479,008	591,603	591,603	23,412		1,804,528	
	CP		2,331,347	932,539	932,539	932,539		2,874,175	
	DS		1,087,268	434,907	424,241	-		1,359,349	
Flat Rock Hawcreek Schools	T	Bartholomew	168,185	67,274	8,961	-	0.09	306,734	103.83
	G		966,194	386,478	386,478	386,478		6,109,988	
Fort Wayne Community Schools	G	Allen	55,822,843	22,329,137	22,329,137	3,670,863	3.55	181,118,995	102.07
	TB		2,623,556	1,049,422	1,049,422	375,578		2,942,387	
	TO		12,095,128	4,838,051	3,500,000	-		14,270,291	
Franklin Community School Corporation	G	Johnson	7,471,976	2,988,790	2,988,790	442,608	0.44	24,335,497	101.04
	T		1,181,371	472,548	364,869	-		1,448,175	
Franklin Township Community School Corporation	G	Marion	9,945,144	3,978,058	3,978,058	1,543,100	0.73	35,550,564	100.19
	TO		1,854,650	741,860	741,860	112,903		3,328,333	
Frankton-Lapel Community Schools	G	Madison	2,552,811	1,021,124	1,021,124	904,227	0.36	12,748,094	98.06
	DS		2,553,622	1,021,449	1,021,449	214,722		3,002,472	
Fremont Community Schools	G	Steuben	3,683,677	1,473,471	1,473,471	70,532	0.23	6,693,224	106.19
	T		751,125	300,450	147,796	-		852,300	
	CP		1,443,459	577,384	276,263	-		1,242,300	
Frontier School Corporation	G	White	1,389,870	555,948	555,948	555,948	0.21	5,314,913	100.18
	TO		185,466	74,186	62,438	-		294,330	
	DS		850,042	340,017	340,017	102,035		984,250	
	CP		456,706	182,682	155,593	-		529,500	
	TB		62,043	24,817	24,817	24,817		70,000	
Gary Community School Corporation	DS	Lake	2,957,449	1,182,980	1,029,604	1,023,604	2.40	8,128,623	95.71
	CP		4,891,849	1,956,740	1,956,740	403,574		6,892,585	
	T		8,160,274	3,264,110	886,561	-		8,000,406	
	PRS		41,887	16,755	16,755	12,356		232,009	
	G		19,844,100	7,937,640	7,793,661	7,793,661		142,182,867	
Greencastle Community Schools	G	Putnam	4,397,618	1,759,047	1,759,047	1,759,047	0.40	12,208,000	100.53
Greenfield Central Community School Corporation	G	Hancock	5,996,870	2,398,748	1,964,612	2,042,695	0.73	21,075,200	100.75
	DS		3,595,501	1,438,200	894,493	1,438,200		4,201,489	
Greenwood Community Schools	G	Johnson	6,347,421	2,538,968	2,538,968	1,263,583	0.48	21,019,251	101.18

APPENDIX A
(Continued)

INDIANA BOND BANK
Qualified Entities Borrowing Information for Notes

Qualified Entity	Fund (1)	County	Estimated 2003 Ad Valorem Property Tax Levy (2)	Maximum Allowable Borrowing (3)	Principal Amount of Warrant (December)	Principal Amount of Warrant (June) (4)	Warrants as a Percentage of Note Issue Size	Total 2003 Estimated Fund Revenues (5)	Average Tax Collections % for 1999, 2000, and 2001 (6)
Hamilton Heights School Corporation	T	Hamilton	720,146	288,058	288,058	102,564		1,162,909	
	G		3,746,418	1,498,567	1,498,567	600,314	0.29	14,449,563	100.56
	TO		850,816	340,326	340,326	347		1,532,352	
	TB		249,002	99,601	82,224	-		282,355	
School City of Hammond	G	Lake	16,082,985	6,433,194	6,433,194	6,433,194	2.64	81,118,413	98.27
	T		3,904,556	1,561,822	1,561,822	588,485		4,296,180	
	DS		15,252,023	6,100,809	5,963,774	-		16,466,489	
	CP		3,448,493	1,379,397	1,379,397	668,627		3,969,353	
Hanover Community Schools	G	Lake	1,953,052	781,221	760,000	760,000	0.23	8,059,468	98.85
	CP		509,930	203,972	203,972	203,972		631,000	
	TB		147,514	59,006	59,006	59,006		200,027	
	G		1,372,998	549,199	549,199	57,340	0.07	5,059,256	104.42
Harrison-Washington Community Schools School Town of Highland	G	Lake	6,736,206	2,694,482	2,694,482	2,693,286	0.86	18,666,458	99.49
	DS		2,613,792	1,045,517	598,856	-		2,829,546	
	TO		646,552	258,621	258,621	188,516		787,194	
	CP		1,357,620	543,048	543,048	543,048		1,998,368	
School City of Hobart	CP	Lake	879,383	351,753	351,753	351,753	0.52	1,073,865	94.11
	T		786,278	314,511	314,511	190,598		1,125,826	
	TB		191,329	76,532	76,532	17,215		231,948	
	G		4,533,894	1,813,558	1,813,558	749,042		21,246,531	
Indianapolis Public Schools	DS	Marion	1,467,508	587,003	587,003	117,432		2,129,994	
	G		85,164,230	34,065,692	34,065,692	1,224,924	4.63	312,399,935	96.69
	T		21,999,997	8,799,999	5,088,074	-		36,553,903	
	CP		1,949,129	779,652	779,652	538,458	0.61	2,916,730	100.58
Jay School Corporation	G	Jay	5,439,636	2,175,854	2,175,854	1,121,962		21,451,143	
	DS		2,094,371	837,748	697,562	-		2,203,450	
	TO		1,745,502	698,201	551,487	-	0.34	2,586,915	100.88
	DS		2,094,371	837,748	384,636	-		3,092,366	
Jennings County Schools	G	Jennings	5,541,405	2,216,562	2,012,477	-		30,433,967	
	DS		1,952,038	780,815	780,815	780,815	0.34	9,431,687	100.29
	G		1,592,941	637,176	637,176	45,109		2,000,411	
	DS		725,570	290,228	290,228	85,994		846,369	
John Glenn School Corporation	CP	St. Joseph	374,063	149,625	149,625	60,601		537,507	
	T		118,088	47,235	47,235	47,235		153,334	
	TB		7,423,584	2,969,434	2,969,434	728,056	0.56	17,969,182	100.98
	G		2,178,986	871,594	678,422	-		2,520,336	
Kankakee Valley School Corporation	CP	Jasper	229,660	91,864	5,587	-		265,677	
	TB		2,114,263	845,705	226,980	-		2,598,972	
	DS		876,188	350,475	277,120	-		1,108,519	
	TO		22,989,905	9,195,962	4,969,000	-	0.62	46,382,980	100.54

APPENDIX A
(Continued)

INDIANA BOND BANK
Qualified Entities Borrowing Information for Notes

Qualified Entity	Fund (1)	County	Estimated 2003 Ad Valorem Property Tax Levy (2)	Maximum Allowable Borrowing (3)	Principal Amount of Warrant (December)	Principal Amount of Warrant (June) (4)	Warrants as a Percentage of Note Issue Size	Total 2003 Estimated Fund Revenues (5)	Average Tax Collections % for 1999, 2000, and 2001 (6)
Lakeland School Corporation	TO		1,643,978	657,591	395,000	-	-	1,911,000	
	G	LaGrange	3,787,463	1,514,985	377,579	-	0.12	11,449,513	105.18
Lake Central School Corporation	TO		757,412	302,965	11,842	-	-	783,304	
	DS		919,425	367,770	367,770	278,225	-	1,176,935	
	G	Lake	16,045,638	6,418,255	5,966,344	5,966,344	1.71	47,761,095	101.54
	TO		3,163,714	1,265,486	1,265,486	333,543	-	4,448,698	
Lake Ridge Schools	CP		5,769,451	2,307,780	1,359,418	-	-	8,254,404	
	DS		5,542,384	2,216,954	23,028	-	-	7,355,482	
	G	Lake	1,975,493	790,197	790,197	790,197	0.18	17,189,529	97.22
	G	Lake	832,910	333,164	669,032 (8)	309,392	0.16	9,428,264	97.74
Lake Station Community Schools	T		113,263	45,305	43,229	43,229	-	296,733	
	DS		344,576	137,830	135,893	-	-	1,045,927	
	CP		200,760	80,304	80,304	80,137	-	296,188	
	TB		62,246	24,898	12,818	12,818	-	52,851	
LaPorte Community School Corporation	G	LaPorte	8,922,871	3,569,148	3,569,148	2,375,384	0.82	34,461,930	100.44
	T		1,764,400	705,760	705,760	280,680	-	2,256,806	
	DS		3,083,023	1,233,209	181,465	-	-	4,375,812	
	G	Dearborn	5,559,989	2,223,996	2,223,996	589,556	0.62	10,167,058	100.97
Lawrenceburg Community School Corporation	TO		542,940	217,176	217,176	107,128	-	621,641	
	DS		1,714,006	685,602	685,602	181,393	-	1,801,232	
	CP		1,770,640	708,256	708,256	708,256	-	1,818,435	
	PRS		15,446	6,178	6,178	6,178	-	84,663	
Madison Consolidated Schools	G	Jefferson	6,931,711	2,772,684	2,772,684	66,240	0.51	19,376,660	99.29
	DS		1,685,778	674,311	674,311	407,596	-	2,315,000	
	T		1,204,853	481,941	481,941	63,968	-	1,510,000	
	T	Grant	500,030	200,012	200,012	22,119	0.03	701,578	101.28
Madison-Grant United School Corporation	G	Wabash	2,469,266	987,706	890,000	-	0.10	9,143,796	100.15
	G	Grant	12,911,941	5,164,776	5,164,776	500,000	0.71	41,174,412	99.33
	T		1,374,478	549,791	549,791	39	-	1,683,581	
	G	Hamilton	1,671,365	668,546	668,546	389,477	0.12	6,407,539	100.93
Marion-Adams Schools	CP	Elkhart	2,428,970	971,588	386,578	-	0.38	2,377,781	100.76
	TB		203,618	81,447	81,447	22,098	-	232,000	
	TO		1,228,279	491,312	226,111	-	-	1,400,115	
	G		6,496,740	2,598,696	2,573,177	-	-	19,749,941	
Middlebury Community Schools	G	Ripley	947,291	378,916	378,916	225,834	0.07	6,826,353	104.00
	G	Hendricks	1,796,973	718,789	718,789	718,789	0.27	8,204,200	99.90
	CP		660,539	264,216	189,695	-	-	800,600	
	DS		1,770,270	708,108	708,108	31,176	-	2,126,000	
Monroe County Community Schools	G	Monroe	23,548,891	9,419,556	9,419,556	4,228,528	1.77	60,088,849	99.62
	T		3,511,939	1,404,776	1,404,776	389,271	-	5,557,996	

APPENDIX A
(Continued)

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INDIANA BOND BANK
Qualified Entities Borrowing Information for Notes

Qualified Entity	Fund (1)	County	Estimated 2003		Maximum Allowable Borrowing (3)	Principal Amount of		Warrants as a Percentage of Note Issue Size	Total 2003 Estimated Fund Revenues (5)	Average Tax Collections % for 1999, 2000, and 2001 (6)
			Ad Valorem	Property Tax Levy (2)		Warrant (December)	Warrant (June) (4)			
Monroe Gregg School District	G	Morgan		1,536,352	614,541	614,541	453,700	0.12	6,601,672	101.88
	T	Morgan		891,386	356,554	356,554	91,578	0.57	1,428,285	100.38
	CP			2,092,052	836,821	648,205	179,217		2,743,289	
Mooreville Consolidated School Corporation	DS			3,449,920	1,379,968	1,379,968	92,377		4,082,894	
	G			5,074,350	2,029,740	2,029,740	217,656		24,259,792	
	G	Marion		31,627,951	12,651,180	12,651,180	3,545,388	2.22	91,332,353	101.41
M.S.D. of Lawrence Township	T			6,838,832	2,735,533	2,735,533	455,627		8,133,925	
M.S.D. of Martinsville	DS	Morgan		1,379,943	551,977	484,063	-	0.06	1,864,207	100.82
M.S.D. of Mt. Vernon	G	Posey		14,677,301	5,870,920	5,870,920	379,080	0.93	18,639,433	100.55
	DS			3,908,768	1,563,507	1,563,507	336,493		4,236,841	
M.S.D. of Perry Township	G	Marion		22,250,107	8,900,043	8,900,000	-	1.01	75,279,500	99.94
M.S.D. of Pike Township	G	Marion		37,936,553	15,174,621	13,673,514	-	1.88	58,538,041	100.53
	TO			5,031,162	2,012,465	1,998,891	-		5,330,482	
	TB			890,974	356,390	356,390	356,390		972,991	
M.S.D. of Steuben County	G	Steuben		5,707,949	2,283,180	1,030,000	-	0.24	16,382,652	101.05
	DS			4,566,856	1,826,742	1,000,000	-		5,204,318	
	T			1,078,458	431,383	102,000	-		1,238,631	
M.S.D. of Southwest Allen County	G	Allen		17,124,397	6,849,759	5,379,602	-	0.62	33,885,912	100.98
M.S.D. of Wabash County	G	Wabash		4,053,526	1,621,410	1,621,410	1,038,364	0.42	14,823,526	99.50
	DS			1,285,406	514,162	514,162	100,810		1,849,759	
	T			668,981	267,592	267,592	119,552		911,981	
M.S.D. of Warren Township	T	Marion		4,582,058	1,832,823	1,832,823	224,812	1.39	6,078,475	100.43
	G			25,584,010	10,233,604	10,077,099	-		71,019,654	
M.S.D. of Washington Township	G	Marion		35,227,092	14,090,837	14,090,837	159,163	1.85	59,745,837	97.38
	T			4,989,951	1,995,980	1,900,000	-		5,679,108	
M.S.D. of Wayne Township	G	Marion		23,933,454	9,573,382	7,000,000	-	1.30	78,514,130	100.35
	CP			10,175,583	4,070,233	3,000,000	-		11,773,000	
	TO			5,335,433	2,134,173	1,000,000	-		6,471,775	
	TB			2,615,306	1,046,122	350,000	-		2,799,278	
Mt. Vernon Community School Corporation	DS	Hancock		3,050,376	1,220,150	17,999	-	0.43	3,568,000	100.33
	G			3,795,906	1,518,362	1,518,362	1,518,362		14,580,000	
	CP			1,238,871	495,548	495,548	186,361		1,950,000	
School Town of Munster	G	Lake		7,547,125	3,018,850	2,857,623	2,857,623	1.07	24,504,496	95.55
	CP			2,050,925	820,370	820,370	63,018		2,765,000	
	DS			5,389,885	2,155,954	2,021,340	-		5,812,071	
	TB			79,443	31,777	21,596	-		90,517	
	TO			1,135,574	454,230	454,230	231,785		1,301,200	
New Albany Floyd County C.S.C.	G	Floyd		17,580,619	7,032,248	7,032,248	3,442,154	1.63	63,734,674	103.30
	CP			6,795,008	2,718,003	2,584,272	-		7,510,000	
	DS			9,900,011	3,960,004	1,143,745	-		9,853,286	

APPENDIX A
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INDIANA BOND BANK
Qualified Entities Borrowing Information for Notes

Qualified Entity	Fund (1)	County	Estimated 2003		Maximum Allowable Borrowing (3)	Principal Amount of		Warrants as a Percentage of Note Issue Size	Total 2003 Estimated Fund Revenues (5)	Average Tax Collections % for 1999, 2000, and 2001 (6)
			Ad Valorem Property Tax Levy (2)			Warrant (December)	Warrant (June) (4)			
New Castle Community School Corporation	DS	Hancock	2,295,815		918,326	347,980	-	0.38	2,739,926	98.76
	TO		1,399,374		559,750	559,750	66,964		1,659,819	
	G		5,622,833		2,249,133	2,249,133	49,005		24,918,552	
Nineveh-Hensley-Jackson United School Corporation	G	Johnson	2,482,561		993,024	993,024	993,024	0.39	9,335,076	101.25
	TB		103,775		41,510	41,510	41,510		128,424	
	DS		1,682,165		672,866	408,754	-		2,177,244	
North Gibson School Corporation	CP		901,484		360,594	360,594	173,481		1,321,397	
	T		662,733		265,093	265,093	101,408		980,190	
	G	Gibson	4,650,925		1,860,370	1,860,370	335,824	0.30	11,366,094	102.79
North Judson-San Pierre School Corporation	DS		752,055		300,822	300,822	43,993		969,790	
	T		1,337,277		534,911	90,636	-		1,303,832	
	G	Starke	1,406,288		562,515	562,515	400,247	0.11	9,248,061	104.73
North Miami Community Schools	G	Miami	1,441,052		576,421	485,755	-	0.07	6,482,868	103.91
	CP		507,427		202,971	153,251	-		623,941	
	G	Montgomery	4,426,442		1,770,577	1,770,577	569,932	0.47	12,037,076	99.59
North Montgomery School Corporation	TO		1,662,254		664,902	186,675	-		1,873,174	
	TB		290,363		116,145	116,145	18,576		318,093	
	DS		3,933,718		1,573,487	1,430,647	-		4,525,152	
North White Schools	G	White	2,258,283		903,313	903,313	832,309	0.26	6,415,502	100.30
	CP		747,450		298,980	298,980	250,622		965,163	
	G	Grant	1,961,204		784,482	784,482	5,059	0.12	8,391,806	100.14
Penn-Harris-Madison School Corporation	T		382,709		153,084	153,084	109,094		538,998	
	G	St. Joseph	13,921,757		5,568,703	5,568,703	5,568,703	1.92	55,582,102	100.69
	TB		1,764,924		705,970	705,970	213,034		1,993,853	
Peru Community Schools	CP		4,973,041		1,989,216	593,613	-		6,443,571	
	DS		12,673,134		5,069,254	2,250,570	-		13,098,069	
	T		2,619,809		1,047,924	1,047,924	810,996		4,472,188	
Plymouth Community Schools	G	Miami	3,024,709		1,209,884	1,200,050	1,200,050	0.37	14,487,343	99.89
	TB		90,453		36,181	36,181	36,181		97,095	
	TO		481,073		192,429	54,360	-		568,589	
Plainfield Community School Corporation	DS		1,597,623		639,049	639,049	37,593	0.65	1,890,945	99.58
	TB	Marshall	155,926		62,370	62,370	62,370		186,003	
	DS		2,597,409		1,038,964	1,038,964	345,295		3,602,317	
Portage Township Schools	G		5,153,083		2,061,233	2,061,233	2,061,233		17,675,640	
	T		692,101		276,840	3,778	-		829,969	
	G	Hendricks	7,066,908		2,826,763	2,826,763	964,237	0.63	20,514,000	98.37
Portage Township Schools	T		1,063,240		425,296	396,000	-		1,297,000	
	TB		451,719		180,688	180,688	66,312		470,000	
	CP		2,949,225		1,179,690	1,071,000	-		3,468,000	
	G	Porter	7,876,057		3,150,423	3,150,423	3,150,423	1.02	47,649,882	99.94

APPENDIX A
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INDIANA BOND BANK

Qualified Entities Borrowing Information for Notes

Qualified Entity	Fund (1)	County	Estimated 2003 Ad Valorem Property Tax Levy (2)	Maximum Allowable Borrowing (3)	Principal Amount of Warrant (December)	Principal Amount of Warrant (June) (4)	Warrants as a Percentage of Note Issue Size	Total 2003 Estimated Fund Revenues (5)	Average Tax Collections % for 1999, 2000, and 2001 (6)
Porter Township School Corporation	CP	Porter	3,276,400	1,310,560	1,310,560	1,310,560		5,040,784	
	CP		935,702	374,281	374,281	92,075	0.19	1,141,286	100.67
	G		2,291,194	916,478	916,009	249,170		8,532,431	
Randolph Southern School Corporation	T	Randolph	221,160	88,464	28,775	-	0.08	270,595	99.57
	G		895,731	358,292	358,292	208,438		3,822,540	
	CP		214,240	85,696	68,861	-		273,634	
Rensselaer Central School Corporation	G	Jasper	3,224,593	1,289,837	1,178,723	-	0.19	9,672,000	100.88
	TO		358,665	143,466	66,269	-		488,300	
	DS		778,648	311,459	311,459	57,965		1,050,000	
School City of Whiting	G	Lake	4,268,208	1,707,283	1,707,283	1,192,209	0.40	6,644,719	98.62
	T		333,702	133,481	133,481	72,124		373,306	
	CP		1,142,594	457,038	214,238	-		1,395,689	
	DS		726,358	290,543	153,696	-		746,291	
Shelby Eastern Schools	G	Shelby	2,524,777	1,009,911	1,009,911	1,009,911	0.23	9,176,992	98.40
South Bend Community School Corporation	G	St. Joseph	33,861,402	13,544,561	13,517,790	13,517,790	3.68	129,654,058	99.59
	T		9,593,897	3,837,559	3,837,559	1,181,560		10,966,136	
South Central Community School Corporation	G	LaPorte	1,235,238	494,095	494,095	288,471	0.15	4,539,510	99.70
	T		299,106	119,642	118,599	-		377,118	
	TB		134,290	53,716	53,716	53,716		172,527	
	DS		592,458	236,983	236,983	45,106		712,219	
South Dearborn Community School Corporation	TB	Dearborn	205,334	82,134	82,134	82,134	0.46	237,474	99.30
	DS		1,670,147	668,059	573,042	-		2,238,717	
	T		955,816	382,326	382,326	115,848		1,249,801	
	G		3,504,417	1,401,767	1,398,152	1,398,152		17,671,650	
South Gibson School Corporation	T	Gibson	859,800	343,920	248,561	-	0.44	1,030,896	101.28
	DS		1,798,582	719,833	719,833	37,392		1,966,900	
	G		4,832,967	1,933,187	1,933,187	858,280		9,857,951	
South Henry School Corporation	G	Henry	1,070,107	428,043	428,043	16,957	0.05	5,260,399	98.74
Southeastern School Corporation	G	Cass	2,436,852	974,741	974,741	451,230	0.16	9,299,222	99.71
Community School Corp of Southern Hancock County	G	Hancock	3,962,654	1,585,062	1,500,000	-	0.17	15,259,385	101.65
South Montgomery Community School Corporation	G	Montgomery	4,769,578	1,907,831	1,907,831	302,963	0.32	11,000,200	102.48
	DS		1,932,104	772,842	583,492	-		2,209,650	
South Vermillion Community School Corporation	G	Vermillion	3,886,574	1,554,630	1,440,844	-	0.17	10,960,454	99.51
Southwestern Jefferson County C.S.C.	G	Jefferson	1,599,436	639,774	558,196	-	0.12	8,722,503	102.21
	DS		411,269	164,508	89,728	-		369,250	
	T		677,404	270,962	270,962	90,010		906,660	
Sunman Dearborn Community School Corporation	CP	Dearborn	729,572	291,829	178,594	-	0.85	955,169	100.79
	DS		3,344,295	1,337,718	1,337,718	515,257		4,056,683	
	G		5,619,189	2,247,676	2,247,676	2,247,676		23,531,209	
	TB		81,842	32,737	32,737	19,707		97,015	

APPENDIX A
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INDIANA BOND BANK
Qualified Entities Borrowing Information for Notes

Qualified Entity	Fund (1)	County	Estimated 2003 Ad Valorem Property Tax Levy (2)	Maximum Allowable Borrowing (3)	Principal Amount of Warrant (December)	Principal Amount of Warrant (June) (4)	Warrants as a Percentage of Note Issue Size	Total 2003 Estimated Fund Revenues (5)	Average Tax Collections % for 1999, 2000, and 2001 (6)
Switzerland County School Corporation	T	Switzerland	1,402,299	560,920	560,920	312,106	-	2,123,590	98.85
	G		1,730,244	692,098	173,353	-	0.06	8,343,277	
Taylor Community School Corporation	T	Howard	714,378	285,751	285,751	76,602		993,584	
	G		2,312,858	925,143	925,143	925,143	0.24	9,083,831	98.85
Tipton Community Schools	T	Tipton	342,532	137,013	137,013	86,783		526,318	
Triton School Corporation	G	Marshall	3,102,521	1,241,008	1,017,813	-	0.12	10,173,078	100.74
	G		1,500,551	600,220	600,220	206,564	0.13	5,900,000	99.06
Twin Lakes School Corporation	DS	White	480,494	192,198	192,198	115,911		680,000	
	G		5,311,996	2,124,798	2,124,798	198,317	0.33	13,743,232	100.91
Union-North United School Corporation	DS	St. Joseph	2,613,454	1,045,382	526,029	-		3,209,883	
	G		1,575,505	630,202	630,202	630,202	0.17	7,217,622	96.49
	DS		758,262	303,305	55,714	-		878,763	
	T		390,785	156,314	156,314	40,471		546,035	
Vincennes Community School Corporation	T	Knox	907,728	363,091	122,774	-	0.34	1,179,434	99.94
	DS		2,110,822	844,329	844,329	91,853		2,402,042	
	CP		1,133,598	453,439	297,392	-		1,498,258	
	G		4,017,760	1,607,104	1,607,104	29,753		17,697,968	
Wa-Nee Community Schools	G	Elkhart	6,219,152	2,487,661	2,487,661	367,468	0.37	16,188,817	101.72
	T		1,113,538	445,415	215,951	-		1,295,895	
	TB		201,746	80,698	80,698	80,698		236,434	
Warrick County School Corporation	G	Warrick	18,098,299	7,239,320	7,239,320	-	1.34	46,625,070	100.47
	TB		381,445	152,578	142,284	-		402,568	
	CP		6,898,924	2,759,570	1,000,000	-		8,358,905	
	DS		6,542,650	2,617,060	1,987,009	-		7,576,285	
	T		4,215,256	1,686,102	1,278,023	-		4,868,344	
Warsaw Community Schools	G	Kosciusko	13,927,837	5,571,135	5,571,135	3,446,788	1.03	33,777,759	101.20
West Central School Corporation	G	Pulaski	1,745,332	698,133	687,097	-	0.12	5,447,000	100.78
	DS		486,876	194,750	194,750	68,937		552,220	
West Lafayette Community School Corporation	TO	Tippecanoe	304,192	121,677	113,384	-		349,224	
	G		7,648,525	3,059,410	3,059,410	40,590	0.37	12,933,188	100.14
West Washington School Corporation	T	Washington	390,465	156,186	130,300	-		494,600	
	DS		240,338	96,135	11,482	-	0.01	83,478	103.37
	T		278,756	111,502	32,907	-		333,729	
Western School Corporation	G	Howard	3,530,326	1,412,130	1,412,130	647,330	0.26	11,626,034	100.31
	T		612,057	244,823	217,228	-		736,370	
Western Boone County Community Schools	G	Boone	2,370,637	948,255	668,983	-	0.09	9,599,131	101.02
	T		687,387	274,955	99,793	-		886,499	
Western Wayne Schools	T	Wayne	162,616	65,046	65,046	6,708	0.07	271,960	98.58
	G		1,186,963	474,785	474,785	103,198		7,572,501	
Whitko Community School Corporation	G	Kosciusko	2,735,212	1,094,085	1,094,085	1,094,085	0.46	10,904,980	100.77

APPENDIX A
(Continued)

INDIANA BOND BANK
Qualified Entities Borrowing Information for Notes

Qualified Entity	Fund (1)	County	Estimated 2003 Ad Valorem Property Tax Levy (2)	Maximum Allowable Borrowing (3)	Principal Amount of Warrant (December)	Principal Amount of Warrant (June) (4)	Warrants as a Percentage of Note Issue Size	Total 2003 Estimated Fund Revenues (5)	Average Tax Collections % for 1999, 2000, and 2001 (6)
Whitley County Consolidated Schools	CP		922,884	369,154	369,154	269,157		1,278,731	
	TB		285,084	114,034	114,034	114,034		314,364	
	TO		484,175	193,670	193,670	83,311		659,356	
	DS		1,290,179	516,072	516,072	171,161		1,901,522	
	T	Whitley	1,194,686	477,874	477,874	124,857	1.04	1,428,400	99.23
	G		6,931,863	2,772,745	2,772,745	2,772,745		22,302,497	
Zionsville Community Schools	CP		2,467,273	986,909	970,051	-		3,096,351	
	DS		2,656,916	1,062,766	1,062,766	916,772		5,015,628	
	G	Boone	8,044,650	3,217,860	1,741,041	-	0.32	23,049,830	101.32
	T		1,474,939	589,976	589,976	58,816		1,661,589	
	TB		446,392	178,557	178,557	178,557	-	512,024	
Total Schools			\$ 1,529,130,402	\$ 611,652,161	\$ 553,297,927	\$ 175,344,080	83.58 %		

The footnotes, numbered (1) through (8) as referenced above and shown on page A-23 of this Appendix, are a material part of this table and should be reviewed carefully.

INDIANA BOND BANK
Qualified Entities Borrowing Information for Notes

Cities, Towns and Townships	Fund (1)	County	Estimated 2003 Ad Valorem Property Tax Levy (2)	Maximum Allowable Borrowing (3)	Principal Amount of Warrant (December)	Principal Amount of Warrant (June) (4)	Warrants as a Percentage of Note Issue Size	Total 2003 Estimated Fund Revenues (5)	Average Tax Collections % for 1999, 2000, and 2001 (6)
City of Anderson	G	Madison	\$ 17,178,427	\$ 6,871,371	\$ 6,871,371	\$ 1,284	0.94	\$ 31,390,224	97.96
	P&R		1,954,787	781,915	781,915	8,183		2,761,364	
	FP		1,303,191	521,276	287,709	-		2,823,706	
	PP		1,161,025	464,410	252,998	-		2,416,210	
	G	Hendricks	993,891	397,556	311,028	-	0.04	1,942,687	96.49
Town of Avon	CT	Lake	1,111,608	444,643	243,170	-	0.58	1,258,400	94.11
	PS		475,843	190,337	61,229	-		626,650	
	P&R		381,123	152,449	57,788	-		439,600	
	CS		282,313	112,925	63,439	-		332,460	
	PR		10,242,675	4,097,070	4,600,000	-		15,406,000	
City of Crown Point	G	Lake	5,695,198	2,278,079	2,278,079	1,053,157	0.38	9,226,405	97.59
	F	Marion	1,228,270	491,308	491,308	127,521	0.07	2,310,922	101.39
	G		49,950,375	19,980,150	19,980,150	7,148,903	3.26	72,593,273	95.63
	P&R		3,901,541	1,560,616	1,266,797	-		5,761,525	
	G	Elkhart	5,673,367	2,269,347	2,269,347	549,482	0.33	11,808,270	100.23
City of Goshen	P&R		604,105	241,642	75,843	-		955,643	
	G	Blackford	1,027,728	411,091	219,965	-	0.03	1,901,000	99.94
	MV		273,875	109,550	27,649	-		335,000	
	G	Lake	10,513,236	4,205,294	4,205,294	1,737,368	0.68	13,238,666	94.22
	G	Lake	1,605,686	642,274	642,274	170,291	0.10	1,994,113	97.41
Town of Lowell	P&R		166,886	66,754	51,090	-		222,723	
	G	Lake	5,166,950	2,066,780	1,400,000	-	0.16	7,825,000	101.76
	P&R	Porter	777,599	311,040	311,040	115,960	0.55	932,069	98.95
	G		7,082,605	2,833,042	2,833,042	912,958		9,717,507	
	MV		738,972	295,589	103,000	-		1,405,549	
Town of Merrillville	I		716,371	286,548	217,000	-		696,788	
	HI		922,607	369,043	329,277	3,723		1,045,073	
	G	Porter	8,243,631	3,297,452	2,227,843	-	0.26	10,570,000	100.81
Total Cities, Towns and Townships			\$ 139,373,885	\$ 55,749,554	\$ 52,459,645	\$ 11,828,830	7.38		

APPENDIX A
(Continued)

The footnotes, numbered (1) through (8) as referenced above and shown on page A-23 of this Appendix, are a material part of this table and should be reviewed carefully.

INDIANA BOND BANK
Qualified Entities Borrowing Information for Notes

Libraries	Qualified Entity	Fund (1)	County	Estimated 2003		Principal Amount of Warrant (December)	Principal Amount of Warrant (June) (4)	Warrants as a Percentage of Note Issue Size		Total 2003 Estimated Fund Revenues (5)	Average Tax Collections % for 1999, 2000, and 2001 (6)
				Ad Valorem Property Tax Levy (2)	Maximum Allowable Borrowing (3)						
Avon Washington Township Public Library		DS	Hendricks	\$ 261,746	\$ 104,698	\$ 28,796	\$ -	0.02	%	\$ 316,366	101.97 %
Bedford Public Library		O	Lawrence	293,961	117,584	117,584	34,234	-		831,050	
Beech Grove Public Library		O	Marion	777,698	311,079	122,023	-	0.01		1,205,697	99.90
Brazil Public Library		O	Clay	605,653	242,261	242,261	4,400	0.03		685,393	99.78
Clinton Public Library		O	Vermillion	180,082	72,033	49,305	-	0.01		369,471	98.68
Crown Point Community Library		O	Lake	243,557	97,423	97,423	6,624	0.01		298,647	101.28
East Chicago Public Library		O	Lake	902,964	361,186	361,186	20,907	0.04		1,212,922	96.76
Elkhart Public Library		O	Elkhart	4,314,412	1,725,765	1,711,903	-	0.20		4,405,048	91.32
Gary Public Library		O	Lake	2,858,646	1,143,458	500,000	-	0.06		4,071,601	101.10
		CP	Lake	5,728,039	2,291,216	1,668,778	-	0.20		6,413,918	95.76
Hammond Public Library		O	Lake	223,188	89,275	87,281	-			258,135	
		LO	Lake	3,011,929	1,204,772	1,204,772	530,716	0.22		3,448,851	98.53
Harrison County Public Library		O	Harrison	1,429,186	571,674	170,762	-			1,112,000	
Jeffersonville Township Public Library		O	Clark	790,534	316,214	316,214	7,851	0.04		1,313,858	103.49
Lake County Public Library		O	Lake	1,161,974	464,790	464,790	80,125	0.06		1,441,235	103.77
		DS	Lake	7,426,976	2,970,790	2,970,790	1,705,324	0.54		8,818,003	98.49
Michigan City Public Library		O	LaPorte	520,853	208,341	17,011	-			600,563	
Mishawaka-Penn Public Library		O	St. Joseph	1,911,779	764,712	509,317	-	0.06		2,512,158	100.15
Plainfield Guilford Township Public Library		O	Hendricks	2,566,292	1,026,517	1,026,517	73,483	0.13		3,590,736	98.25
Speedway Public Library		O	Marion	557,726	223,090	50,705	-	0.01		1,608,758	98.30
West Lafayette Public Library		O	Tiptecanoe	504,683	201,873	158,105	-	0.02		631,679	99.86
		O	Tiptecanoe	372,543	149,017	107,325	-	0.01		785,662	100.38
Total Libraries				\$ 36,644,421	\$ 14,657,768	\$ 11,982,848	\$ 2,463,664	1.67	%		

The footnotes, numbered (1) through (8) as referenced above and shown on page A-23 of this Appendix, are a material part of this table and should be reviewed carefully.

INDIANA BOND BANK
Qualified Entities Borrowing Information for Notes

Qualified Entity Countries and Other	Fund (1)	County	Estimated 2003		Principal Amount of Warrant (December)	Principal Amount of Warrant (June) (4)	Warrants as a Percentage of Note Issue Size		Total 2003 Estimated Fund Revenues (5)	Average Tax Collections % for 1999, 2000, and 2001 (6)
			Ad Valorem Property Tax Levy (2)	Maximum Allowable Borrowing (3)						
Gary Public Transportation Gary/Chicago Airport	O	Lake	\$ 2,168,769	\$ 867,508	\$ 867,508	\$ 528,722	0.16	%	\$ 6,855,683	105.17
	CAB	Lake	186,455	74,582	74,582	74,582	0.08		200,000	95.66
Grant County Hendricks County	G		1,146,770	458,708	458,708	80,976			2,040,000	
	G	Grant	7,139,671	2,855,868	2,000,000	-	0.23		16,476,678	99.69
	G	Hendricks	6,493,350	2,597,340	1,007,278	-	0.18		18,256,313	99.83
	H		379,348	151,739	120,914	-			641,622	
Lake County	LO		365,678	146,271	146,271	51,076			420,678	
	LO		690,346	276,138	276,138	7,545			792,814	
	G	Lake	79,252,006	31,700,802	26,929,715	-	6.32		98,250,000	97.21
Marshall County Madison County Randolph County	F&C		53,497,709	21,399,084	21,399,084	6,736,552			86,626,733	
	G	Marshall	4,213,775	1,685,510	1,454,976	-	0.17		8,535,113	100.45
	F&C	Madison	4,806,425	1,922,570	1,176,647	-	0.13		6,846,506	105.91
	G	Randolph	2,838,546	1,135,418	896,822	-	0.10		6,428,842	99.96
Total Counties and Other			\$ 163,178,848	\$ 65,271,539	\$ 56,808,643	\$ 7,479,453	7.37	%		
Total of all Entities			\$ 1,868,327,556	\$ 747,331,022	\$ 674,549,063	\$ 197,116,027	100.00	%		

The footnotes, numbered (1) through (8) as referenced above and shown on page A-23 of this Appendix, are a material part of this table and should be reviewed carefully.

INDIANA BOND BANK
Qualified Entities Borrowing Information for Notes

- | | | | |
|-----|---|--|--|
| (1) | CAB - Cumulative Airport Building
CP - Capital Projects
CT - Civil Township
DS - Debt Service
CS - Community Service
F - Fire
F&C - Family & Children
FP - Fire Pension
G - General | H - Health
HI - Health Insurance
I - Insurance
LO - Lease Obligation
MV - Motor Vehicle Highway
O - Operating
PRS - Preschool
PP - Police Pension
PR - Poor Relief | PS - Public Safety
PDS - Park Debt Service
P&R - Parks and Recreation
T - Transportation
TB - Transportation Bus Replacement
TO - Transportation Operating
W - Welfare |
|-----|---|--|--|
- (2) Amounts are established for collections in 2003 and are subject to final certification received from the Department of Local Government Finance, formerly the State Board of Tax Commissioners.
- (3) Based upon the borrowing limitation under the Program which limits amounts borrowed to 80% of the respective estimated June or December distribution of Ad Valorem Property Taxes. See "Principal Amount of Warrant" columns in this table for the actual principal amount to be borrowed against the estimated June and/or December distributions.
- (4) The principal amount of the Warrant borrowed against the estimated June distribution.
- (5) Includes Ad Valorem Property Taxes and all other revenues of the Fund estimated to be collected during the calendar year 2003. Only the 2003 Ad Valorem Property Taxes have been pledged and appropriated for the payment of the Warrants.
- (6) Represents the average of ratios of annual Ad Valorem Property Taxes collected to Ad Valorem Property Taxes levied in each year (1999, 2000 and 2001, the last years for which such information is available). Collections include current year amounts and delinquent taxes collected in each year which were levied in prior years.
- (7) Principal Amount of Warrant (December) for Anderson Community Schools includes a \$6,564,693 property tax warrant and a \$5,774,475 tuition support warrant. See the caption "THE PROGRAM-Program Participation and Borrowing Limits" in the Official Statement.
- (8) Principal Amount of Warrant (December) for Lake Station Community Schools includes a \$333,164 property tax warrant and a \$335,868 tuition support warrant. See the caption "THE PROGRAM-Program Participation and Borrowing Limits" in the Official Statement.

APPENDIX B

DEFINITIONS

B-1 Certain Definitions Used in Indenture

B-2 Certain Definitions Used in Warrant Purchase Agreement

APPENDIX B-1

CERTAIN DEFINITIONS IN INDENTURE

CERTAIN DEFINITIONS

The following are definitions of certain of the terms used in this Official Statement and defined in the Indenture.

“Account” means any of the accounts established, held and disbursed by the Trustee under the Indenture.

“Act” means Indiana Code Title 5, Article 1.5, as amended.

“Additional Notes” means any of the Bond Bank Advance Funding Program Notes, other than the Notes (as herein defined), as authorized by, and authenticated and delivered pursuant to, the Indenture and a Supplemental Indenture.

“Authorized Official” means the duly elected or appointed treasurer, controller, clerk-treasurer, school superintendent, school business manager, township trustee or other authorized financial official of a Qualified Entity or, to the extent permitted by law, an authorized deputy thereof.

“Authorized Officer” means the Chairman, the Vice Chairman or the Executive Director of the Bond Bank.

“Bank” means the issuer of the outstanding Credit Facility, which shall be an entity rated in the two full highest rating categories by Moody’s and S&P at the time of execution of the Credit Facility Agreement, and initially means the Bank of New York.

“Code” means the Internal Revenue Code of 1986, as amended and in effect on the date of the issuance of the Notes, and the applicable judicial decisions and published rulings and any applicable regulations promulgated or proposed thereunder or under the Internal Revenue Code of 1954.

“Credit Facility” means the credit facility extended by the Bank, effective on the date of issuance of the Notes, pursuant to the Credit Facility Agreement.

“Credit Facility Agreement” means the Credit Facility and Reimbursement Agreement dated as of January 1, 2003, between the Bond Bank and the Bank providing for the timely payment, when due, of a portion of the principal of and interest on the Notes, all subject to such conditions and under such terms as described in Article X of the Indenture.

“Fiscal Year” means, when applied to a Qualified Entity, the fiscal year of each Qualified Entity which commences on the first day of January of a year and terminates on the last day of December of such year and, when applied to the Bond Bank, the fiscal year of the Bond Bank which commences on the first day of July and terminates on the last day of June of the following calendar year.

“Fund” means any of the funds established, held and disbursed by the Trustee under the Indenture.

“Government Obligations” means: (a) direct obligations of the United States of America; (b) obligations guaranteed as to principal and interest by the United States of America or any federal agency whose obligations are backed by the full faith and credit of the United States of America, including but not limited to: Department of Housing and Urban Development, Export-Import Bank, Farmers Home Administration, Federal Financing Bank, Federal Housing Administration, General Services Administration, Government National Mortgage Association, Maritime Administration or Small Business Administration; which obligations include but are not limited to certificates or receipts representing direct ownership of future interest or principal payments on obligations described in clause (a) or in this clause (b) and which are held by a custodian in safekeeping on behalf of the holders of such receipts; (c) securities evidencing ownership interests in open-end management type investment companies or investment trusts registered under the Investment Company Act of 1940, as amended, whose investments are limited to the obligations described in clauses (a) and (b) and to repurchase agreements fully collateralized by such obligations; and (d) obligations of any state of the United States or any political subdivision thereof, the full payment of the principal of, premium, if any, and interest on which (i) is unconditionally guaranteed or insured by the United States of America, or (ii) is provided for by an irrevocable deposit of the securities described in subclause (a); all to the extent such investments are permitted by law.

“Investment Agreement” means the Investment Agreement, dated as of January 30, 2003, by and among the Trustee, the Bond Bank and CDC Funding Corp., a subsidiary of CDC Finance – CDC IXIS, a bank (société anonyme) governed by French law, providing for the investment of moneys held by the Trustee hereunder in certain Funds and Accounts, and which has been approved in writing by the Insurer.

“Investment Securities” means any of the following to the extent such investments are permitted by law: (a) Government Obligations; (b) certificates of deposit fully and promptly secured at all times by Government Obligations; provided, that such certificates are with commercial banks, savings and loan associations, mutual savings banks, or credit unions, including the Trustee, which are rated at least Aa or higher by Moody’s and AA or higher by S&P; (c) certificates of deposit, savings accounts, deposit accounts or depository receipts of commercial banks, savings and loan associations, mutual savings banks, or credit unions, including the Trustee, which are fully insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, and which are rated at the time of purchase at least Aa or higher by Moody’s and AA or higher by S&P; (d) banker’s acceptances of commercial banks, savings and loan associations or mutual savings banks, including the Trustee, which mature not more than one (1) year after the date of purchase; provided, such commercial banks, savings and loan associations, or mutual savings banks (as opposed to their holding companies) must be rated for unsecured debt at the time of purchase of the investments Aa or higher by Moody’s and AA or higher by S&P; (e) investment agreements issued or guaranteed by entities rated Aa2 or higher by Moody’s and in the two full highest categories by S&P at the time of execution, including the Investment Agreement; (f) repurchase agreements with any bank or trust company organized under the laws of any state of the United States of America or any banking association, including the Trustee, or government bond dealer reporting to, trading with, and

recognized as a primary dealer by the Federal Reserve Bank of New York; provided, that any such bank, trust company or dealer is rated at the time of purchase at least Aa or higher by Moody's and AA or higher by S&P; and provided further, that each repurchase agreement is secured by Government Obligations having at all times a market value not less than 102% of the principal amount of such repurchase agreement; and (g) shares of mutual funds that invest only in Government Obligations that are rated in the highest category by Moody's and S&P.

"Moody's" means Moody's Investors Service, Inc., New York, New York.

"Note Registrar" or "Registrar" means the Trustee acting as such under the Indenture.

"Payment Date" means any date on which principal and interest is payable on the Notes.

"Positive Cash Flow Certificate" means a certificate prepared in accordance with the Indenture to the effect that immediately after the occurrence or nonoccurrence of a specific action or omission, as appropriate, Revenues expected to be received, together with moneys expected to be held in the Funds and Accounts (other than the Rebate Fund) and available therefor as provided in the Indenture, will at least be sufficient on each Payment Date to provide for the payment of the principal of and interest on the Outstanding Notes due on each such date and the payment of Program Expenses, if any.

"Program" means the program of the Bond Bank for purchasing Warrants of Qualified Entities from proceeds of the Notes pursuant to the Act.

"Program Expenses" means the expenses authorized to be incurred by the Bond Bank from time to time in connection with the implementation, operation and continuation of the Program, as set forth in the Indenture.

"Revenues" means the income, revenues and profits of the Funds and Accounts under the Indenture, as referred to in the granting clauses of the Indenture.

"S&P" means Standard & Poor's, a Division of The McGraw-Hill Companies, New York, New York.

"Supplemental Indenture" means any indenture supplemental to or amendatory of the Indenture as originally executed which is duly executed in accordance with the provisions of the Indenture.

"Warrants" means the warrants issued by Qualified Entities which are parties to the Warrant Purchase Agreements, which warrants are issued in anticipation of Ad Valorem Property Taxes levied and in the course of collection by a Qualified Entity (and (a) in the case of school corporations, which warrants may, in addition, in the sole discretion of the Bond Bank, be issued in anticipation of State tuition support distributions in the course of collection by such school corporations, and (b) in the case of a township, which warrants may, in addition, in the sole discretion of the Bond Bank, be issued in anticipation of other revenues to be received by the township on or before December 31, 2003), and which are purchased by the Trustee on behalf of the Bond Bank in accordance with the Indenture.

APPENDIX B-2

CERTAIN DEFINITIONS IN WARRANT PURCHASE AGREEMENT

CERTAIN DEFINITIONS

The following are definitions of certain terms used in the Official Statement and defined in the Warrant Purchase Agreement.

“County Auditor” means the authorized officer of the county in which a Qualified Entity is located with jurisdiction and responsibility for the remittance of tax revenues collected for such Qualified Entity.

“Cumulative Cash Flow Deficit” means, with respect to any fund of a Qualified Entity upon which Warrants are issued, the excess of the expenses paid during the Tax Period which would ordinarily be paid out of such fund or financed by anticipated tax or other revenues of such fund, over the aggregate amount available (other than from proceeds of the Warrants) during the Tax Period for the payment of such expenses.

“Outstanding” or “outstanding Warrant” means, when used with reference to the Warrants, the unpaid amount of any Warrant purchased by the Bond Bank pursuant to an Agreement and not theretofore paid by a Qualified Entity.

“Reinvestment Rate” means the greater of (a) the original interest rate on the Warrants or (b) the per annum rate of interest equal to the defined rate or index specified for use in fixing or setting the per annum rate charged by the Bank for funds borrowed under the Credit Facility Agreement with the Bond Bank.

“Tax Period” means the period beginning on the date of issuance of the Warrants and ending on the earlier of the date six months after such date of issuance or the date of the computation of the Cumulative Cash Flow Deficit.

APPENDIX C

PROPOSED FORM OF BOND COUNSEL OPINION

PROPOSED FORM OF BOND COUNSEL OPINION

Upon delivery of the Notes, Barnes & Thornburg, bond counsel,
proposes to deliver an opinion in substantially the following form:

January 30, 2003

Indiana Bond Bank
Indianapolis, Indiana

Re: Indiana Bond Bank
Advance Funding Program Notes, Series 2003 A

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by the Indiana Bond Bank (the “Issuer”) of its Advance Funding Program Notes, Series 2003 A, dated January 30, 2003 (the “Notes”), in the aggregate principal amount of \$866,435,000 pursuant to Indiana Code 5-1.5, as amended, and the Note Indenture, dated as of January 1, 2003 (the “Indenture”), between the Issuer and BNY Trust Company of Missouri, as trustee. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the Issuer contained in the Indenture, the certified proceedings for the authorization, issuance and sale of the Notes and other certifications of public officials furnished to us, and certifications, representations and other information furnished to us by or on behalf of the Issuer, the Qualified Entities (as defined in the Indenture) and others, including certifications contained in the tax and arbitrage certificate of the Issuer, dated the date hereof, and the tax and arbitrage certificates of each of the Qualified Entities, dated the date hereof, without undertaking to verify the same by independent investigation. We have relied upon the opinion of Baker & Daniels, Indianapolis, Indiana, special counsel to the Issuer, dated the date hereof, as to the matters stated therein. We have relied upon the Certificate of Crowe, Chizek and Company LLP, Indianapolis, Indiana, independent certified public accountants, dated the date hereof, as to the matters stated therein.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Issuer is a body corporate and politic, validly existing under the laws of the State of Indiana (the “State”), with the corporate power to enter into the Indenture and perform its obligations thereunder and to issue the Notes.

2. The Notes have been duly authorized, executed and delivered by the Issuer, and are valid and binding limited obligations of the Issuer, enforceable in accordance with their terms. The Notes are payable solely from the Trust Estate (as defined in the Indenture).

3. The Indenture has been duly authorized, executed and delivered by the Issuer, and is a valid and binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms.

4. Under Section 103 of the Internal Revenue Code of 1986, as amended and in effect on this date (the "Code"), the interest on the Notes is excluded from gross income for federal income tax purposes. The opinion set forth in the preceding sentence is subject to the condition that each of the Issuer and the Qualified Entities comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Notes in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. Each of the Issuer and the Qualified Entities has covenanted or represented that it will comply with such requirements. Failure to comply with certain of such requirements may cause the interest on the Notes to become included in gross income for federal income tax purposes retroactive to the date of issuance of the Notes. Except for the opinion expressed in paragraph 5 hereof, we express no opinion regarding any other federal tax consequences arising with respect to the Notes.

5. Interest on the Notes is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings.

6. Interest on the Notes is exempt from income taxation in the State for all purposes, except the State financial institutions tax.

We express no opinion herein as to the accuracy, completeness or sufficiency of the Official Statement, dated January 23, 2003, or any other offering material relating to the Notes.

With respect to the enforceability of any document or instrument, this opinion is subject to the qualifications that: (i) the enforceability of such document or instrument may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium, fraudulent conveyance and similar laws relating to or affecting the enforcement of creditors' rights; (ii) the enforceability of equitable rights and remedies provided for in such document or instrument is subject to judicial discretion, and the enforceability of such document or instrument may be limited by general principles of equity; (iii) the enforceability of such document or instrument may be limited by public policy; and (iv) certain remedial, waiver and other provisions of such document or instrument may be unenforceable, provided, however, that in our opinion the unenforceability of those provisions would not, subject to the other qualifications set forth herein, affect the validity of such document or instrument or prevent the practical realization of the benefits thereof.

Very truly yours,

APPENDIX D

THE BANK OF NEW YORK

APPENDIX D

THE BANK OF NEW YORK

The Bank of New York (the “Bank”) is the principal subsidiary of The Bank of New York Company, Inc. (NYSE: BK), a financial holding company (the “Company”). The Company provides a complete range of banking and other financial services to corporations and individuals worldwide through its basic businesses, namely, Securities Servicing and Global Payment Services, Corporate Banking, BNY Asset Management and Private Client Services, Retail Banking, and Financial Market Services. Additional information on the Company is available at www.bankofny.com.

The Bank of New York was founded in 1784 by Alexander Hamilton and is the nation’s oldest bank. The Bank is a state chartered New York banking corporation and a member of the Federal Reserve System. Its business is subject to examination and regulation by federal and state banking authorities.

The Bank has long-term senior debt ratings of “AA-”/”Aa2” and short-term ratings of “A1+/P1” from Standard & Poor’s Ratings Services and Moody’s Investors Service, Inc., respectively.

The Bank of New York’s principal office is located at One Wall Street, New York, New York 10286. A copy of the most recent annual report and 10-K of the Company may be obtained from the Bank’s Public Relations Department, One Wall Street, 31st Floor, (212) 635-1569 or by visiting the Bank’s website.

APPENDIX E

SUMMARY OF CERTAIN LEGAL DOCUMENTS

- E-1 Summary of Certain Provisions of the Indenture
- E-2 Summary of Certain Provisions of the Warrant Purchase Agreements
- E-3 Summary of Certain Provisions of Credit Facility Agreement

APPENDIX E-1

SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

The following is a summary of certain of the provisions of the Indenture and does not purport to be complete and is subject in all respects to the provisions of, and is qualified in its entirety by, reference to the Indenture.

Additional Notes

The Bond Bank may issue Additional Notes on a parity with the Notes in order to purchase Warrants from Qualified Entities and to pay the costs of issuance of such Additional Notes. The Additional Notes must be issued pursuant to a supplemental indenture authorizing the issuance of such Additional Notes. Additional Notes may not mature later than July 31, 2004.

The Additional Notes may be issued upon delivery by the Bond Bank to the Trustee of: (a) a copy of the resolution adopted by the Bond Bank authorizing the execution and delivery of the supplemental indenture and the Agreements, and the execution, issuance, sale, and delivery of the Additional Notes; (b) an originally executed copy of the supplemental indenture specifying the terms of the Additional Notes; (c) each of the notices and certificates required for delivery of Notes, all as modified with respect to the Additional Notes; and (d) an opinion of bond counsel to the effect that the issuance and sale of such Additional Notes will not result in interest on any previously issued Notes becoming includable in gross income for purposes of federal income taxation pursuant to Section 103 of the Code. Further, no Additional Notes may be issued on a parity with the Notes unless the issuance of the Additional Notes will not result in a lowering or withdrawal of any rating on the Notes as evidenced by written confirmation by Moody's and S&P.

Warrants purchased from Qualified Entities with proceeds of Additional Notes will be purchased pursuant to an Agreement, provided, however, no Warrants will be purchased unless the requirements set forth in the Indenture have been met. See the heading "Conditions Precedent to Purchase of Warrants" herein.

Conditions Precedent to Purchase of Warrants

The Trustee will not purchase any Warrant issued under any Agreement until it has had the opportunity to review with respect to the Qualified Entity which is a party to such Agreement each of the following:

- (1) An original executed counterpart of the Agreement;
- (2) An opinion or certificate of counsel for the Qualified Entity to the effect that the Agreement has been validly executed and delivered on behalf of the Qualified Entity and constitutes a binding agreement by and between the Qualified Entity and the Bond Bank;

- (3) The Warrant or Warrants, executed by the Qualified Entity and delivered in accordance with the Act, in such form as will comply with the applicable provisions of the Agreement and the Indenture and is acceptable to the Trustee;
- (4) A written requisition of the Bond Bank signed by an Authorized Officer, stating to whom, in what amount, and by what method payment is to be made;
- (5) A certificate of an Authorized Officer attached to the requisition described in (4) above, to the effect that (1) the Qualified Entity, pursuant to its Agreement, has sold or will sell such Warrant or Warrants to the Bond Bank; (2) the Qualified Entity is obligated to make all payments of principal and interest as and when required to be made thereunder and to pay all fees and charges required to be paid to or on behalf of the Bond Bank under the Indenture and the Agreement; (3) to the knowledge of such officer, the Qualified Entity is not in default under the payment terms or other material terms or provisions of any other obligations of that Qualified Entity; and (4) the Qualified Entity has made all of the certifications required by the Act and the Agreement and such other certifications and representations as may be reasonable and appropriate;
- (6) An Opinion of Bond Counsel, in form and substance satisfactory to the Bond Bank and the Trustee, to the effect that either (i) such Warrant or Warrants bear interest that is excludable from gross income under Section 103 of the Code for purposes of federal income taxation or (ii) the purchase by the Bond Bank of any Warrant or Warrants bearing interest that is not excludable from gross income under Section 103 of the Code for purposes of federal income taxation would not result in interest on the Notes ceasing to be excludable from gross income under Section 103 of the Code for purposes of federal income taxation; and
- (7) A certificate of an Authorized Official of the Qualified Entity to the effect that the representations and warranties of the Qualified Entity contained in the Agreement are true, complete and correct as of the time of such purchase.

Program Covenants

In order to provide for the payment of the principal of and interest on Notes (including any repayment under the terms of the Credit Facility Agreement) and of Program Expenses, the Bond Bank will, from time to time in a sound and economical manner in accordance with the Act and the Indenture undertake all necessary actions to receive and collect Revenues, including enforcement of the prompt collection of any arrears on Warrants. Whenever necessary to provide for the payment on the Notes, the Bond Bank will also commence to pursue appropriate remedies with respect to any Warrant held by the Bond Bank which is in default.

The Bond Bank will (i) not purchase a Warrant for a fund in a principal amount in excess of eighty percent (80%) of the semiannual levy in anticipation of which such Warrant is issued (as estimated or certified by the Department of Local Government Finance) (except, as to school corporations, such 80% limit shall apply to the sum of the semiannual levy and the State tuition support distributions in anticipation of which such Warrant is issued), and (ii) not consent,

pursuant to the Agreement, to the issuance by a Qualified Entity of any parity obligations similar to the Warrants in an amount which, together with other Warrants outstanding for a fund, would exceed eighty percent (80%) of such semiannual levy which is anticipated to be collected by the Qualified Entity in such fund by the time such Warrant is due and payable (except, as to school corporations, such 80% limit shall apply to the sum of the semiannual levy and the State tuition support distributions in anticipation of which such Warrant is issued) unless the Bond Bank receives written approval from Moody's and S&P.

Warrant Covenants

With respect to the Warrants purchased by the Bond Bank, the Bond Bank covenants as follows:

- (1) To the extent that such action would not adversely affect the validity of such Warrants, the Bond Bank will instruct the Trustee to pursue the remedy set forth in the Act for collection of deficiencies on any Warrants by collection of such deficiencies out of certain State funds payable but not yet paid to a defaulting Qualified Entity.
- (2) The Bond Bank will diligently enforce and take all actions necessary to protect its rights with respect to any Warrants and will also enforce or authorize the enforcement of all remedies available to owners or holders of the Warrants, unless the Bond Bank provides the Trustee and the Bank with a Positive Cash Flow Certificate giving effect to the Bond Bank's failure to enforce or authorize the enforcement of such remedies. Decisions as to the enforcement of such remedies will be within the Trustee's sole discretion, unless the Bank is the only owner of outstanding Notes, in which case, all decisions as to the enforcement of particular remedies will be within the sole discretion of the Bank.
- (3) The Bond Bank will not (i) permit or agree to any material change in any of the Warrants or (ii) sell or otherwise dispose of any Warrants, unless the Bond Bank provides the Trustee and the Bank with a Cash Flow Certificate giving effect to such action and the Trustee and the Bank provide written approval thereof.

Accounts and Reports

The Bond Bank will keep proper and separate books of records and accounts in which complete and correct entries will be made of its transactions relating to the Program and the Funds and Accounts established by the Indenture. Such books and all other books and papers of the Bond Bank and all Funds and Accounts will, at all reasonable times, be subject to the inspection of the Trustee, the Bank, and the owners of an aggregate of not less than five percent (5%) in principal amount of Notes then outstanding or their representatives duly authorized in writing.

Before August 1, 2003, the Trustee will provide the Bond Bank with a statement of the amounts on deposit in each Fund and Account as of July 15, 2003, and the total deposits to and withdrawals from each Fund and Account since the beginning of calendar year 2003.

Annual Budget

The Bond Bank will adopt and file with the Trustee and appropriate State officials under the Act an annual budget covering its fiscal operations for the succeeding Fiscal Year not later than June 1, 2003. The annual budget will be open to inspection by any owner of Notes. In the event the Bond Bank does not adopt an annual budget for the succeeding Fiscal Year on or before June 1, 2003, the budget for the preceding Fiscal Year will be deemed to have been adopted and be in effect for the succeeding Fiscal Year until the annual budget for such Fiscal Year has been duly adopted. The Bond Bank may at any time adopt an amended annual budget in the manner then provided in the Act.

Covenant to Monitor Investments

The Bond Bank covenants and agrees to review regularly the investments held by the Trustee in the Funds and Accounts under the Indenture in order to assure that Revenues derived from such investments are sufficient to pay, together with other anticipated Revenues, the debt service on all Notes outstanding under the Indenture.

Preservation of Tax Exemption of the Notes

In order to assure the continuing excludability of interest on the Notes from the gross income of the owners thereof for purposes of federal income taxation, the Bond Bank covenants and agrees to take all actions and not to fail to take any actions necessary in order to preserve and protect such excludability. Additionally, the Bond Bank covenants and agrees not to take any action or fail to take any action with respect to the investment of the proceeds of the Notes or the investment or application of any payments of the principal of and interest on any Warrant or any other agreement or instrument entered into in connection therewith or with the issuance of the Notes, including but not limited to any obligation to rebate certain funds to the United States of America, which would result in constituting any Notes as “arbitrage bonds” within the meaning of Section 148 of the Code. The Trustee also covenants and agrees not to take any action or omit to take any action or permit any action or omission within its control to be taken or omitted which would, to the knowledge of the Trustee, impair the excludability from gross income for federal income tax purposes of interest on the Notes.

Covenants Concerning Credit Facility Agreement

The Bond Bank will review regularly the Warrants and the security and sources of payment therefor for the purpose of assuring that the payment of principal of and interest on the Warrants, together with other Revenues, will be sufficient to provide for the timely payment of principal of and interest on the Notes.

The Bond Bank further will comply with the Credit Facility Agreement and the Trustee will take all action necessary to effect the Bond Bank’s compliance with the Credit Facility Agreement.

Events of Default

Any of the following events constitutes an “Event of Default” under the Indenture:

- (a) The Bond Bank defaults in the due and punctual payment of the principal of or interest on any Note;
- (b) The Bond Bank defaults in the performance of any of its other covenants, agreements or conditions contained in the Indenture, any Agreement, or the Notes and fails to remedy such Event of Default within sixty (60) days after receipt of notice, all in accordance with the Indenture;
- (c) Any warranty, representation or other statement by or on behalf of the Bond Bank contained in the Indenture or in any instrument furnished in compliance with or in reference to the Indenture is false or misleading in any material respect when made and there has been a failure to remedy such Event of Default within sixty (60) days after receipt of notice, all in accordance with the Indenture;
- (d) The Bond Bank fails to make remittances required by the Indenture to the Trustee within the time limits prescribed in the Indenture;
- (e) A petition is filed against the Bond Bank under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within sixty (60) days after such filing;
- (f) The Bond Bank files a petition in voluntary bankruptcy or seeking relief under any provisions of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;
- (g) The Bond Bank is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a liquidator or trustee of the Bond Bank or any of its property is appointed by court order or takes possession and such order remains in effect or such possession continues for more than sixty (60) days;
- (h) The Bond Bank is rendered incapable of fulfilling its obligations under the Indenture for any reason; or
- (i) An event of default occurs under the Credit Facility Agreement and the Bank exercises its right to terminate the Credit Facility thereunder.

No default under subparagraphs (b) or (c) above will constitute an Event of Default until actual notice of the default by registered or certified mail has been given to the Bond Bank by the Trustee, the Bank, or the owners of not less than twenty-five percent (25%) in aggregate principal amount of all Notes then outstanding and the Bond Bank has had sixty (60) days after receipt of the notice to correct such default, and shall not have corrected such default or caused such default to be corrected within such period. If such default is correctable but cannot be corrected within such period, it will not constitute an Event of Default if corrective action is

instituted by the Bond Bank within the applicable period and diligently pursued until the default is corrected.

Remedies

Upon the occurrence of an Event of Default, the Trustee will notify the owners of Notes of such Event of Default and will have the following rights and remedies:

- (1) The Trustee may pursue any available remedy at law or in equity to enforce the payment of the principal of and interest on outstanding Warrants, subject to their terms and to enforce the payment of principal of and interest on the Notes when due;
- (2) The Trustee may by action or suit in equity require the Bond Bank to account as if it were the trustee of an express trust for the owners of the Notes and may take such action with respect to the Warrants as the Trustee deems necessary or appropriate and in the best interest of the owners of Notes, subject to the terms of the Warrants;
- (3) Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the owners of Notes under the Indenture, the Trustee will be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate under the Indenture and of the Revenues, issues, earnings, income, products, and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer;
- (4) Upon the occurrence and continuance of an Event of Default described in subparagraph (a) or (d) above, the Trustee will request payment from the Bank under the Credit Facility;
- (5) Upon the occurrence of an Event of Default described in subparagraph (i) above, the Trustee will request payment from the Bank under the Credit Facility in an amount equal to the total amount available to be requested under the Credit Facility;
- (6) Upon the occurrence and continuance of an Event of Default and if requested to do so by the owners of not less than fifty percent (50%) in aggregate principal amount of all Notes then outstanding and if indemnified as provided in the Indenture, the Trustee will be obligated to exercise such of the rights, remedies, and powers conferred by the Indenture, as the Trustee, being advised by counsel, deems most expedient in the interests of the owners of Notes; and
- (7) Upon the occurrence and continuance of an Event of Default and in the event the Bank (i) has been deemed an owner of Notes pursuant to the Indenture, (ii) is the only owner of outstanding Notes, and (iii) has requested the Trustee so to do, and further, if the Trustee is indemnified as provided in the Indenture, the Trustee will be obligated to exercise one or more of the rights, remedies and powers conferred

by the Indenture, as the Trustee, being advised by counsel and the Bank, deems most expedient in the interest of the Bank as Noteholder.

Upon receipt of payment from the Bank under the Credit Facility Agreement and subsequent payment of principal of and interest on Notes by the Bond Bank, and notwithstanding any other provisions in the Indenture, the Notes so paid will remain outstanding, will not be deemed defeased or otherwise satisfied, will not be considered paid by the Bond Bank, and will continue to be due and owing until paid by the Bond Bank with interest at the Reinvestment Rate (as defined in Appendix B-2), and the assignment and pledge of the Trust Estate and all covenants, agreements, and other obligations of the Bond Bank to the registered owners of the Notes so paid will continue to exist and run to the benefit of the Bank, and the Bank will become subrogated to the rights of the recipients of such payments of principal of and interest on such Notes and will be deemed to be the owner of such Notes; provided, however, that any interest in, lien on, or pledge of the Trust Estate in favor of the Bank (as holder of such Notes) will be junior and subordinate to any interest in, lien on, or pledge of the Trust Estate in favor of any owner of Notes other than the Bank. To evidence such subrogation and ownership, the Trustee will note the Bank's rights as subrogee and owner on the registration books maintained by the Trustee upon receipt from the Bank of the payment to the Bond Bank and payment of principal of and interest to the holders of such Notes.

After payment of all principal of and interest on the Notes, the Trustee shall deliver to the Bank any net amount of any advance under the Credit Facility previously disbursed and not used to make payment on the Notes.

Rights and Remedies of Owners of Notes

No owner of any Note will have any right to institute any suit, action or proceeding at law or in equity for the enforcement of the Indenture or for the execution of any trust thereof or for any other remedy under the Indenture, unless (i) a default has occurred and the Trustee has been notified pursuant to the Indenture, (ii) such default has become an Event of Default and the owners of not less than 50% in aggregate principal amount of all Notes then outstanding have made written request to the Trustee and have offered the Trustee reasonable opportunity either to proceed to exercise the remedies granted in the Indenture or to institute such action, suit or proceeding in its own name, (iii) such owners of Notes have offered to indemnify the Trustee, as provided in the Indenture and (iv) the Trustee has refused, or for 60 days after receipt of such request and offer of indemnification has failed, to exercise the remedies granted in the Indenture or to institute such action, suit or proceeding in its own name. All proceedings at law or in equity must be carried out as provided in the Indenture and for the equal benefit of the owners of all outstanding Notes. However, nothing contained in the Indenture will affect or impair the right of any owner of Notes to enforce the payment of the principal of and interest on any Note or the limited obligation of the Bond Bank to pay the principal of and interest on each of the Notes to the owners of the Notes at the time and place, from the source, and in the manner expressed in the Indenture and the Notes.

The owners of a majority in aggregate principal amount of all Notes then outstanding will have the right, at any time during the continuance of an Event of Default, by a written instrument or instruments executed and delivered to the Trustee, to direct the time, method and place of

conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of the Indenture or for the appointment of a receiver or any other proceedings under the Indenture. However, such direction shall not be otherwise than in accordance with the provisions of law and of the Indenture.

Waivers of Events of Default

At its discretion and with the consent of the Bank, the Trustee may waive any Event of Default and its consequences, and must do so upon the written request of the owners of (i) more than sixty-five percent (65%) in aggregate principal amount of all Notes then outstanding in respect of which an Event of Default in the payment of principal or interest exists or (ii) more than fifty percent (50%) in aggregate principal amount of all Notes then outstanding in the case of any other Event of Default. However, there may not be waived (A) any Event of Default in the payment of the principal of any outstanding Note at the specified date of maturity or (B) any Event of Default in the payment when due of the interest on any outstanding Note, unless, prior to the waiver, all arrears of payments of interest or principal due, as the case may be, with interest on overdue principal at the rate borne by such Note, and all expenses of the Trustee in connection with the Event of Default have been paid or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default has been discontinued or abandoned or determined adversely, then the Bond Bank, the Trustee and the owners of Notes will be restored to their former positions and rights under the Indenture. No such waiver or rescission will extend to any subsequent or other Event of Default or impair any rights consequent thereon.

Supplemental Indentures

The Bond Bank and the Trustee, without the consent of, or notice to, any of the owners of Notes, but with the written consent of the Bank, may enter into an indenture or indentures supplemental to the Indenture for any one of more of the following purposes:

- (a) To cure any ambiguity, formal defect or omission in the Indenture;
- (b) To grant to or confer upon the Trustee for the benefit of the owners of Notes any additional benefits, rights, remedies, powers or authority that may lawfully be granted to or conferred upon the owners of Notes or the Trustee, or to make any change which, in the judgment of the Trustee, does not materially and adversely affect the interest of the owners of Notes and does not otherwise require the consent of the owners of all Notes then outstanding under the Indenture;
- (c) To subject to the lien and pledge of the Indenture for the benefit and security of the owners of the Notes then outstanding additional revenues, properties or collateral;
- (d) To modify, amend or supplement the Indenture or any supplemental indenture in order to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of the Notes for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, in

connection therewith, if the Bond Bank and the Trustee so determine, to add to the Indenture or to any supplemental indenture such other terms, conditions, and provisions as may be permitted by the Trust Indenture Act of 1939, as amended, or federal or state statute;

- (e) To evidence the appointment of a separate or cotrustee or the succession of a new Trustee under the Indenture or the succession of a new registrar and/or paying agent;
- (f) To modify, amend or supplement the Indenture or any Supplemental Indenture to enable the Bond Bank to comply with its covenants regarding the excludability of interest from gross income of the owner of the Notes for federal income tax purposes, so long as any such action is not to the prejudice of the owners of the Notes;
- (g) To authorize the issuance of Additional Notes; or
- (h) To modify, amend or supplement the Indenture or any Supplemental Indenture in any manner which, in the reasonable opinion of the Trustee, does not adversely affect, in any material respect, the security for the Notes.

With the exception of Supplemental Indentures for the purposes described in the preceding paragraph and subject to the terms of the Indenture, the owners of not less than a majority of the principal amount of all Notes then outstanding (other than Notes held by the Bond Bank) will have the right, from time to time, to consent to and approve the execution by the Bond Bank and the Trustee of any Supplemental Indenture or indentures deemed necessary and desirable by the Bond Bank for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Indenture or in any Supplemental Indenture. However, nothing contained in the Indenture shall permit or be construed as permitting, without the consent of the Bank and owners of all Notes then outstanding, (i) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate or extension of the time of payment of interest on, any Notes, or (ii) the creation of any lien on the Trust Estate prior to the lien of the Indenture, or (iii) a reduction in the aggregate principal amount of the Notes the owners of which are required to consent to such Supplemental Indenture, or (iv) the granting of a privilege, priority or preference to any of the Notes over any other Notes or (v) any amendment or modification of the trusts, powers, rights, obligations, duties, remedies, immunities, or privileges of the Trustee without the written consent of the Trustee.

Defeasance and Discharge of Lien of Indenture

If (a) payment or provision for payment is made to the Trustee of the whole amount of the principal of, and interest on, the Notes due and to become due under the Indenture, (b) all Credit Obligations (as defined in the Credit Facility Agreement) have been discharged and there are no amounts owed by the Bond Bank to the Bank under the Credit Facility Agreement and (c) the Trustee receives all payments due and to become due under the Indenture, then the Indenture may be discharged in accordance with its provisions.

Any Note will be deemed to be paid when: (a) payment of the principal of that Note, plus interest to its due date, either (i) has been made or has been caused to be made in accordance with its terms or (ii) has been provided for by irrevocably depositing with the Trustee, in trust and exclusively for such payment, (A) moneys sufficient to make such payment, (B) direct obligations of the United States of America maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestments thereof, as will insure the availability of sufficient moneys to make such payments (“Defeasance Obligations”) or (C) a combination of such moneys and such Defeasance Obligations; and (b) all other sums payable under the Indenture by the Bond Bank, including the necessary and proper fees and expenses of the Trustee pertaining to the Notes and any amounts required to be rebated to the United States of America, have been paid to or deposited with the Trustee.

Notwithstanding anything in the Indenture to the contrary, in the event that the principal and/or interest due on the Notes shall be paid by the Insurer pursuant to the Financial Guaranty Insurance Policy, the Notes shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Bond Bank, and the assignment and pledge of the Trust Estate and all covenants, agreements and other obligations of the Bond Bank to the registered owners shall continue to exist and shall run to the benefit of the Insurer, and the Insurer shall be subrogated to the rights of such registered owners.

Provisions Regarding the Insurer

Consent Provisions. Any provision of the Indenture expressly recognizing or granting rights in or to the Insurer may not be amended in any manner which affects the rights of the Insurer hereunder without the prior written consent of the Insurer.

Unless otherwise provided in the Indenture, the Insurer’s consent shall be required in addition to the consent of the holders of the Notes, when required, for the following purposes: (i) execution and delivery of any Supplemental Indenture; (ii) removal of the Trustee or the paying agent and selection and appointment of any successor Trustee or paying agent; and (iii) initiation or approval of any action not described in (i) or (ii) above which requires the consent of the holders of the Notes.

Any reorganization or liquidation plan with respect to the Bond Bank must be acceptable to the Insurer. In the event of any reorganization or liquidation, the Insurer shall have the right to vote on behalf of all holders of the Notes absent a default by the Insurer under the Financial Guaranty Insurance Policy.

Anything in the Indenture to the contrary notwithstanding, upon the occurrence and continuance of an Event of Default, the Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the holders of the Notes for the benefit of the holders of the Notes under the Indenture.

Payment Procedure Pursuant to the Financial Guaranty Insurance Policy. As long as the Financial Guaranty Insurance Policy shall be in full force and effect, the Bond Bank, the Trustee and any paying agent agree to comply with the following provisions:

A. At least one (1) day prior to all interest payment dates, the Trustee or paying agent, if any, will determine whether there will be sufficient funds in the Funds and Accounts created by the Indenture to pay the principal of or interest on the Notes on such interest payment date. If the Trustee or paying agent, if any, determines that there will be insufficient funds in such Funds or Accounts, the Trustee or paying agent, if any, shall so notify the Insurer. Such notice shall specify the amount of the anticipated deficiency, the Notes to which such deficiency is applicable and whether such Notes will be deficient as to principal or interest, or both. If the Trustee or paying agent, if any, has not so notified the Insurer at least one (1) day prior to an interest payment date, the Insurer will make payments of principal or interest due on the Notes on or before the first (1st) day next following the date on which the Insurer shall have received notice of nonpayment from the Trustee or paying agent, if any.

B. The Trustee or paying agent, if any, shall, after giving notice to the Insurer as provided in paragraph A above, make available to the Insurer and, at the Insurer's direction, to The Bank of New York, in New York, New York, as insurance trustee for the Insurer or any successor insurance trustee (the "Insurance Trustee"), the registration books of the Bond Bank maintained by the Note Registrar and all records relating to the Funds and Accounts maintained under the Indenture.

C. The Trustee or paying agent, if any, shall provide the Insurer and the Insurance Trustee with a list of registered owners of the Notes entitled to receive principal or interest payments from the Insurer under the terms of the Financial Guaranty Insurance Policy, and shall make arrangements with the Insurance Trustee (i) to mail checks or drafts to the registered owners of the Notes entitled to receive full or partial interest payments from the Insurer and (ii) to pay principal upon the Notes surrendered to the Insurance Trustee by the registered owners of the Notes entitled to receive full or partial principal payments from the Insurer.

D. The Trustee or paying agent, if any, shall, at the time it provides notice to the Insurer pursuant to paragraph A above, notify registered owners of the Notes entitled to receive the payment of principal or interest thereon from the Insurer (i) as to the fact of such entitlement, (ii) that the Insurer will remit to them all or a part of the interest payments next coming due upon proof of the entitlement of the holders of the Notes to interest payments and delivery to the Insurance Trustee, in form satisfactory to the Insurance Trustee, of an appropriate assignment of the registered owner's right to payment, (iii) that should they be entitled to receive full payment of principal from the Insurer, they must surrender their Notes (along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee to permit ownership of such Notes to be registered in the name of the Insurer) for payment to the Insurance Trustee, and not the Trustee or paying agent, if any, and (iv) that should they be entitled to receive partial payment of principal from the Insurer, they must surrender their Notes for payment thereon first to the Trustee or paying agent, if any, who shall note on such Notes the portion of the principal paid by the Trustee or paying agent, if any, and then, along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee, to the Insurance Trustee, which will then pay the unpaid portion of principal.

E. In the event that the Trustee or paying agent, if any, has notice that any payment of principal of or interest on a Note which has become due for payment and which is made to a holder of the Notes by or on behalf of the Bond Bank has been deemed a preferential transfer and theretofore recovered from its registered owner pursuant to the United States Bankruptcy Code by a trustee in bankruptcy in accordance with the final, nonappealable order of a court having competent jurisdiction, the Trustee or paying agent, if any, shall, at the time the Insurer is notified as described in paragraph A above, notify all registered owners that in the event that any registered owner's payment is so recovered, such registered owner will be entitled to payment from the Insurer to the extent of such recovery if sufficient funds are not otherwise available, and the Trustee or paying agent, if any, shall furnish to the Insurer its records evidencing the payments of principal of and interest on the Notes which have been made by the Trustee or paying agent, if any, and subsequently recovered from registered owners and the dates on which such payments were made.

F. In addition to those rights granted the Insurer under this Indenture, the Insurer shall, to the extent it makes payment of principal of or interest on the Notes, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Financial Guaranty Insurance Policy, and to evidence such subrogation (i) in the case of subrogation as to claims for past due interest, the Trustee or paying agent, if any, shall note the Insurer's rights as subrogee on the registration books of the Bond Bank maintained by the Note Registrar, upon receipt from the Insurer of proof of the payment of interest thereon to the registered owners of the Notes, and (ii) in the case of subrogation as to claims for past due principal, the Trustee or paying agent, if any, shall note the Insurer's rights as subrogee on the registration books of the Bond Bank maintained by the Note Registrar, upon surrender of the Notes by the registered owners thereof together with proof of the payment of principal thereof.

Interested Parties. To the extent that the Indenture confers upon or gives or grants to the Insurer any right, remedy or claim under or by reason of the Indenture, the Insurer is hereby explicitly recognized as being a third-party beneficiary thereunder and may enforce any such right, remedy or claim conferred, given or granted thereunder.

Nothing in the Indenture expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the Bond Bank, the Trustee, the Insurer, the paying agent, if any, and the registered owners of the Notes, any right, remedy or claim under or by reason of the Indenture or any covenant, condition or stipulation thereof, and all covenants, stipulations, promises and agreements in the Indenture contained by and on behalf of the Bond Bank shall be for the sole and exclusive benefit of the Bond Bank, the Trustee, the Insurer, the paying agent, if any, and the registered owners of the Notes.

APPENDIX E-2

SUMMARY OF CERTAIN PROVISIONS OF THE WARRANT PURCHASE AGREEMENTS

**SUMMARY OF CERTAIN PROVISIONS OF
THE WARRANT PURCHASE AGREEMENTS**

The following is a summary of certain of the provisions of the Agreements and does not purport to be complete and is subject in all respects to the provisions of, and is qualified in its entirety by, reference to the Agreements.

Representations of the Bond Bank

The Bond Bank will represent and warrant in each Agreement, among other things, that:

- (1) It is a public body corporate and politic with full power and authority to enter into the Agreement and to perform its obligations thereunder;
- (2) By all required action, the Agreement and the Indenture and their respective execution and delivery have been duly adopted and authorized by the Bond Bank; and
- (3) The execution and delivery of the Agreement, and the performance of the Bond Bank of its obligations thereunder will not violate or result in a breach of any of the terms of, or constitute a default under, the Act or any instrument to which the Bond Bank is a party or by which it is bound.

Representations of the Qualified Entity

The Qualified Entity will represent and warrant in its Agreement, among other things, that as of the date of the Agreement and the purchase of Warrants made thereunder:

- (1) It is a duly organized and existing political subdivision and constitutes a “qualified entity” within the meaning of the Act;
- (2) It has full power and authority to enter into the Agreement and perform its obligations thereunder;
- (3) By all required action, it has duly authorized the execution and delivery of the Agreement;
- (4) The execution, delivery and performance of the Agreement by the Qualified Entity will not conflict with or result in a breach under or constitute a default under any instrument to which the Qualified Entity is a party or by which it is bound;
- (5) There is no litigation pending or, to the knowledge of the Qualified Entity, threatened that challenges or questions the validity or binding effect of the Agreement or the Warrants or its authority or ability to execute and deliver the

Agreement or the Warrants or perform its obligations thereunder or that would, if adversely determined, have a significant adverse effect on the ability of the Qualified Entity to meet its obligations under the Agreement or the Warrants;

- (6) Unless otherwise disclosed in writing to the Bond Bank, it has not, during the last 40 years, failed to pay when due interest on or principal of, and is not now in default under any obligation or indebtedness;
- (7) Unless otherwise disclosed in writing to the Bond Bank, it has, during its three most recent Fiscal Years, achieved an Ad Valorem Property Tax collection rate of at least eighty-five percent (85%);
- (8) All information furnished by it to the Bond Bank in connection with its participation in the Program is accurate and complete in all material respects;
- (9) It has not purchased and will not purchase, pursuant to any arrangement, the Notes in an amount related to the Warrants;
- (10) It has taken or will take all proceedings required by law to enable it to issue and sell the Warrants to the Bond Bank pursuant to the Agreement;
- (11) It has not issued any other obligations in anticipation of the receipt of Ad Valorem Property Taxes levied and in the course of collection, or if applicable, in anticipation of the receipt of current State tuition support revenue estimated to be received prior to December 31, 2003 (but after the last day of June 2003) for a fund upon which Warrants are to be issued;
- (12) Prior to the end of the Tax Period, the Cumulative Cash Flow Deficit with respect to each fund upon which such Warrants will be issued is expected to exceed 90% of the proceeds of all the Warrants issued for such fund; and
- (13) There have been levied and are in the course of collection Ad Valorem Property Taxes for each fund upon which Warrants are to be issued with respect to the June and December settlements and distributions in an amount estimated to equal at least 125% of the respective amounts of Warrants maturing on June 30, 2003, and payable from the June settlement and distribution and/or maturing on December 31, 2003, and payable from the December settlement and distribution.

Purchase of Warrants

The Bond Bank will agree to purchase the Warrants of the Qualified Entity at the purchase price of 100% of the par value thereof in a principal amount agreed to by the Qualified Entity and the Bond Bank. The Bond Bank will disburse the proceeds from the sale of the Warrants to the Qualified Entity on or about the date of issuance of the Notes. The Warrants will bear interest prior to their due date or dates at the per annum rate determined by the Bond Bank, not to exceed six and one-half percent (6.50%). To the extent permitted by law, Warrants not paid on or before the respective due date will bear interest at the Reinvestment Rate thereafter until paid.

The initial payment installment for any Warrant purchased shall be at least \$50,000 unless otherwise consented to by the Bond Bank. The Trustee shall not make any future installment advance with respect to any Warrant that has not been disbursed in full on the date that such Warrant is purchased until such time as the Trustee has received a Request for an Installment advance in the form attached as Attachment F to the Warrant Purchase Agreement approved by the Bond Bank. Such subsequent installments shall be made on the first Business Day of each month through and including May 2003. Notwithstanding the foregoing, if the full principal amount of any Warrant has not been disbursed to the Qualified Entity prior to the first Business Day of May 2003, then a final payment installment shall be made by the Trustee to the Qualified Entity in an amount, which together with all prior payment installments made with respect to such Warrant, aggregate the principal amount of each Warrant purchased by the Bond Bank from such Qualified Entity.

Payment

Each Qualified Entity will be required to repay its Outstanding Warrants in full in immediately available funds no later than the applicable: (i) June 30, 2003, or if applicable by the terms of any Warrant, the First Settlement Payment Due Date; or (ii) December 31, 2003. Except as set forth in the Warrant Purchase Agreement, Qualified Entities may not prepay the Warrants prior to their due date without the express written consent of the Bond Bank. Qualified Entities will be required to submit a request to the County Treasurer for an advance distribution of not less than 95% of collections of Ad Valorem Property Taxes for each fund in anticipation of which Warrants are issued. If a Qualified Entity receives advance distributions of Ad Valorem Property Tax collections or other moneys in lieu thereof, and the total of all advance distributions or other moneys in lieu thereof received exceeds five percent (5%) of the total taxes in anticipation of which Warrants have been issued, the Qualified Entity will be required to invest such moneys temporarily in investments which: (i) mature no later than the respective due dates of such Warrants, and are limited solely to interest-bearing time deposits or certificates of deposit of any bank, trust company or national banking association which is a member of the Federal Reserve System and which is designated as a depository under and a participant in the Public Deposit Insurance Fund of the State; or (ii) have been approved by the Bond Bank.

Conditions of Purchase

Prior to the purchase of its Warrant or Warrants, the Trustee will have the opportunity to review the various documents and instruments required by the Agreement with respect to each Qualified Entity, including, among other things, the following:

- (1) A certificate executed by an Authorized Official stating (a) the amount of the Cumulative Cash Flow Deficit projected to occur during each month of the Tax Period in each of the funds of the Qualified Entity for which Warrants are to be issued, (b) the amount of taxes estimated or certified by the County Auditor or the Department of Local Government Finance to be levied and collected during the 2003 calendar year for each of the funds for which Warrants are to be issued, and (c) that the Qualified Entity has duly, regularly and properly adopted its budget for the 2003 Fiscal Year, has complied with all statutory and regulatory

requirements with respect to its adoption and will expend the proceeds of its Warrant or Warrants for lawful purposes provided for in the budget;

- (2) A copy of the final budget order, or if such final budget order is not available, then the most current preliminary budget order, of the Department of Local Government Finance setting forth the annual budgets for each of the funds of the Qualified Entity for which Warrants are to be issued;
- (3) A copy of the resolutions or ordinances of the Qualified Entity authorizing the issuance of the Warrants and appropriating and pledging funds for their repayment;
- (4) The opinion of bond counsel to the Qualified Entity in the form required by the Agreement;
- (5) A signed copy of the opinion or certificate of counsel to the Qualified Entity in the form required by the Agreement;
- (6) A copy of the transcript of the proceedings in which the Qualified Entity has authorized the issuance and sale of the Warrants to the Bond Bank; and
- (7) All other documents and materials required by bond counsel for the Bond Bank.

Consent to Pledge by Qualified Entity

The Qualified Entity consents and agrees to the assignment and pledge by the Bond Bank of the Warrants and all rights of the Bond Bank under the Agreement to the Trustee and thereafter to the Bank.

Other Borrowings

For so long as its Warrant or Warrants are outstanding, the Qualified Entity will not, without the consent of the Bond Bank and the Bank, issue any warrant or comparable obligation in anticipation of the revenues budgeted for the fund from which the Warrants will be paid for the then current fiscal year.

Reports Relating to Cumulative Cash Flow Deficit and Financial Information.

The Qualified Entity will be required to submit monthly reports regarding its Cumulative Cash Flow Deficit and its compliance with the requirements of Section 148 of the Code.

Maintenance of Tax Exemption and Arbitrage Rebate

The Qualified Entity covenants not to take, or cause or permit itself or any party under its control to take, or fail to take, or cause to permit itself or any party under its control to fail to take, any action that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on its Warrants pursuant to Section 103 of the Code.

The Qualified Entity covenants to take all action necessary and appropriate to comply with the arbitrage rebate requirement under Section 148 of the Code to the extent applicable. The Qualified Entity will bear all responsibility for and pay all expenses of compliance with the rebate requirements with respect to its Warrants.

Remedies

The Qualified Entity acknowledges and agrees that, in the event of its default on any of its obligations under its Agreement or under its Warrants, the Bond Bank (and the Bank under the provisions of the Credit Facility Agreement to the extent that amounts are owed to the Bank under the Credit Facility Agreement) will have any and all remedies available at law or in equity for the enforcement of such obligations. The Qualified Entity further covenants and agrees that, in the event that any default on the payment of principal of or interest on a Warrant is attributable to or arises from a third party's act or omission, the Qualified Entity will diligently prosecute any cause of action arising therefrom in its own name or, at the option of the Bond Bank (and the Bank under the provisions of the Credit Facility Agreement, if amounts are owed to the Bank under the Credit Facility Agreement) and to the extent permitted by law, assign such right to pursue the cause of action in its own name to the Bond Bank (and the Bank under the provisions of the Credit Facility Agreement, if amounts are owed to the Bank under the Credit Facility Agreement).

Additional Costs Imposed on Qualified Entities

The Qualified Entity will agree to pay to the Bond Bank all costs and expenses incurred by or on behalf of the Bond Bank as a result of any failure by the Qualified Entity to comply with the provisions of the Agreement.

APPENDIX E-3

SUMMARY OF CERTAIN PROVISIONS OF THE CREDIT FACILITY AGREEMENT

SUMMARY OF CERTAIN PROVISIONS OF THE CREDIT FACILITY AGREEMENT

The following is a summary of certain of the provisions of the Credit Facility Agreement and does not purport to be complete and is subject in all respects to the provisions of, and is qualified in its entirety by, reference to the Credit Facility Agreement.

Assignment to Trustee

Pursuant to and in accordance with the provisions of the Credit Facility Agreement, the Bond Bank will assign all of its rights under the Credit Facility Agreement to the Trustee. The Trustee will be deemed to be the agent of the Bond Bank for purposes of the Credit Facility Agreement and will have the authority to exercise any and all rights of the Bond Bank under the Credit Facility Agreement, including without limitation, the right to request payment under the Credit Facility Agreement. The obligations of the Bond Bank under the Credit Facility Agreement will remain with the Bond Bank and will not be assigned to the Trustee.

Request for Payment

The Trustee, acting on behalf of the Bond Bank, may request payment under the Credit Facility Agreement at any time during the Bank's business hours by delivery of a certificate requesting payment in the form attached to the Credit Facility Agreement appropriately completed and signed by the Trustee. If a payment request is appropriately completed and received by the Bank on or prior to 10:00 a.m., Indianapolis time, on a banking day, payment will be made to the Trustee of the amount requested not later than 12:00 noon, Indianapolis time, on the same day. If a payment request is appropriately completed and received by the Bank after 10:00 a.m., Indianapolis time, on a banking day, payment will be made to the Trustee of the amount requested not later than 11:00 a.m., Indianapolis time, on the next succeeding banking day. If a payment request is delivered by the Trustee and does not conform to the form of the payment request attached to the Credit Facility Agreement, the Bank will give the Trustee prompt notice of such fact in writing or by telephone or fax, and thereafter, the Trustee may attempt to correct such certificate requesting payment.

Reimbursement and Other Payments by the Bond Bank

Pursuant to and in accordance with the provisions of the Credit Facility Agreement, the Bond Bank agrees to pay to the Bank no later than May 31, 2004, an amount equal to the total amount disbursed under the Credit Facility Agreement, together with interest on such amounts. The Bond Bank will execute a note to evidence its obligations to the Bank under the Credit Facility Agreement (the "Facility Note"). To the extent moneys are available in the Trust Estate for the repayment of credit obligations under the Credit Facility Agreement, the Bond Bank will repay such amounts to the Bank prior to May 31, 2004. Moneys shall be considered available in the Trust Estate for the payment of credit obligations only if and to the extent that moneys in the Trust Estate together with the sum of (1) the principal amount of all Warrants in the Trust Estate (excluding, however, Warrants the payment of principal of or interest on which is in default) and

(2) all interest to be received on all Warrants held in the Trust Estate (excluding, however, Warrants the payment of principal of or interest on which is in default) exceeds the sum of (a) the outstanding principal amount of the Notes (not including, however, any Notes transferred and assigned to the Bank pursuant to the Indenture); (b) the full amount of the interest to be paid on the Notes (not including, however, any Notes transferred and assigned to the Bank pursuant to the Indenture) at their maturity; and (c) the anticipated costs to be incurred in connection with the administration of the Program. If there is a termination of the Credit Facility Agreement, then in no event shall any moneys in the Trust Estate be considered available for or used for the repayment of such credit obligation prior to the date on which the principal of and interest on all Notes (not including, however, any Notes transferred and assigned to the Bank pursuant to the Indenture) has been paid in full.

Covenants of the Bond Bank Under the Credit Facility Agreement

The Bond Bank covenants and agrees, pursuant to the Credit Facility Agreement, among other things:

- (1) To comply at all times with its covenants and obligations under the Indenture, the Agreements, and the Notes;
- (2) To conduct its affairs and carry on its operations in a manner complying in all material respects with any and all applicable laws of the United States of America and the State of Indiana;
- (3) To permit the Bank or any of its agents or representatives to examine and make copies of any abstracts from the records and books of account of the Bond Bank and to discuss the general business affairs of the Bond Bank;
- (4) To keep proper books and records of account, in which full and correct entries will be made of financial transactions and the assets of the Bond Bank in accordance with generally accepted accounting principles;
- (5) To furnish the Bank with (i) a statement of the Bond Bank setting forth the details of any event of default and the action the Bond Bank proposes to take with respect to such event of default within ten (10) days after the occurrence thereof; (ii) its audited balance sheet and audited income statement, and statement of cash flows as prepared by its independent certified public accountants as soon as possible after the end of each Fiscal Year, (iii) a certificate of the Trustee setting forth the amount on deposit in each Fund and Account held under the Indenture and the total deposits and withdrawals from each Fund and Account during each month, within twenty (20) days after the end of each such month and (iv) such other information regarding the financial condition or operations of the Bond Bank as the Bank may reasonably request;
- (6) To promptly furnish to the Bank a copy of all notices, reports, statements, and other communications sent, given, or delivered by the Bond Bank pursuant to or in connection with the Indenture;

- (7) Not to create or suffer to exist any liens, security interests, or other encumbrances with respect to the collateral pledged to the Bank under the Credit Facility Agreement, other than as contemplated by the Indenture; and
- (8) (i) To regularly review the Warrants and the security and sources of payment therefor for the purpose of assuring that the payment of principal of and interest on such Warrants, together with other Revenues, will be sufficient to provide for the timely payment of the principal of and interest on the Notes, (ii) to pursue all necessary and appropriate actions not inconsistent with the powers and purposes of the Bond Bank under the Act in order to remedy any actual or anticipated deficiency of funds, which may include, without limitation, notification of the General Assembly of the State of any deficiency or projected deficiency in the General Fund under the Indenture and requesting an appropriation or any other available action to satisfy any such deficiency, and exercising its best efforts to pursue and to make available appropriate alternate remedies to satisfy any such deficiency, and (iii) to deposit any amounts received or otherwise made available by the Bond Bank pursuant to its actions taken pursuant to subparagraph (ii) into the General Fund under the Indenture for the payment of principal of and interest on the Notes.

Events of Default

Each of the following will constitute an event of default under the Credit Facility Agreement:

- (a) Default in the payment when due, whether by acceleration or otherwise, of any amounts payable under the terms of the Credit Facility Agreement;
- (b) Failure by the Bond Bank to comply with any of the covenants set forth in the Credit Facility Agreement, and continuance of such failure for thirty (30) days after notice thereof to the Bond Bank from the Bank;
- (c) Any warranty or representation made by the Bond Bank in the Credit Facility Agreement proving to have been false or misleading in any material respect when made, or any schedule, certificate, financial statement, report, notice, or other writing furnished by the Bond Bank to the Bank proving to have been false or misleading in any material respect when made or delivered;
- (d) Failure by the Bond Bank to comply with or perform any covenant or other provision of the Credit Facility Agreement and continuance of such failure for thirty (30) days after notice thereof to the Bond Bank from the Bank; and
- (e) Failure of the Bond Bank to comply with or perform any covenant or provision of the Indenture, the Notes, the Agreements, or any agreement, document, or instrument executed pursuant thereto, which failure constitutes an “event of default” as defined in such document or agreement, or allows the holder or holders of such obligation, or any trustee for such holders, to pursue its remedies thereunder.

If any event of default occurs and is continuing, then at the election of the Bank, (a) all credit obligations under the Credit Facility Agreement will become immediately due and payable, without demand, presentment, protest, or notice of any kind; (b) the Bank will have the right to terminate the Credit Facility Agreement upon seven (7) banking days' written notice to the Bond Bank, which termination will become effective on the date specified in the notice; (c) the Bank may pursue its rights with respect to the collateral pledged thereto under the Credit Facility Agreement; (d) all outstanding principal and interest on the Facility Note will become immediately due and payable; and (e) the Bank will have the rights and remedies available to it under the Indenture, the Agreements, and the other credit documents or otherwise available pursuant to law or equity.

Termination

The Bank will not exercise its rights to terminate the Credit Facility Agreement until an event of default specified thereunder has occurred and is continuing. The Bank agrees that in the event it determines to terminate the Credit Facility Agreement, the Bond Bank will be permitted to request payment in the full amount available under the Credit Facility Agreement after receipt of notification of termination and prior to the termination date, which will be set forth in the notification and will not be less than seven (7) banking days after delivery of such notification to the Bond Bank.

APPENDIX F

SPECIMEN FINANCIAL GUARANTY INSURANCE POLICY



Financial Guaranty Insurance Policy

Ambac Assurance Corporation
One State Street Plaza, 15th Floor
New York, New York 10004
Telephone: (212) 668-0340

Obligor:

Policy Number:

Obligations:

Premium:

Ambac Assurance Corporation (Ambac), a Wisconsin stock insurance corporation, in consideration of the payment of the premium and subject to the terms of this Policy, hereby agrees to pay to The Bank of New York, as trustee, or its successor (the "Insurance Trustee"), for the benefit of the Holders, that portion of the principal of and interest on the above-described obligations (the "Obligations") which shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Obligor.

Ambac will make such payments to the Insurance Trustee within one (1) business day following written notification to Ambac of Nonpayment. Upon a Holder's presentation and surrender to the Insurance Trustee of such unpaid Obligations or related coupons, uncanceled and in bearer form and free of any adverse claim, the Insurance Trustee will disburse to the Holder the amount of principal and interest which is then Due for Payment but is unpaid. Upon such disbursement, Ambac shall become the owner of the surrendered Obligations and/or coupons and shall be fully subrogated to all of the Holder's rights to payment thereon.

In cases where the Obligations are issued in registered form, the Insurance Trustee shall disburse principal to a Holder only upon presentation and surrender to the Insurance Trustee of the unpaid Obligation, uncanceled and free of any adverse claim, together with an instrument of assignment, in form satisfactory to Ambac and the Insurance Trustee duly executed by the Holder or such Holder's duly authorized representative, so as to permit ownership of such Obligation to be registered in the name of Ambac or its nominee. The Insurance Trustee shall disburse interest to a Holder of a registered Obligation only upon presentation to the Insurance Trustee of proof that the claimant is the person entitled to the payment of interest on the Obligation and delivery to the Insurance Trustee of an instrument of assignment, in form satisfactory to Ambac and the Insurance Trustee, duly executed by the Holder or such Holder's duly authorized representative, transferring to Ambac all rights under such Obligation to receive the interest in respect of which the insurance disbursement was made. Ambac shall be subrogated to all of the Holders' rights to payment on registered Obligations to the extent of any insurance disbursements so made.

In the event that a trustee or paying agent for the Obligations has notice that any payment of principal of or interest on an Obligation which has become Due for Payment and which is made to a Holder by or on behalf of the Obligor has been deemed a preferential transfer and theretofore recovered from the Holder pursuant to the United States Bankruptcy Code in accordance with a final, nonappealable order of a court of competent jurisdiction, such Holder will be entitled to payment from Ambac to the extent of such recovery if sufficient funds are not otherwise available.

As used herein, the term "Holder" means any person other than (i) the Obligor or (ii) any person whose obligations constitute the underlying security or source of payment for the Obligations who, at the time of Nonpayment, is the owner of an Obligation or of a coupon relating to an Obligation. As used herein, "Due for Payment", when referring to the principal of Obligations, is when the scheduled maturity date or mandatory redemption date for the application of a required sinking fund installment has been reached and does not refer to any earlier date on which payment is due by reason of call for redemption (other than by application of required sinking fund installments), acceleration or other advancement of maturity; and, when referring to interest on the Obligations, is when the scheduled date for payment of interest has been reached. As used herein, "Nonpayment" means the failure of the Obligor to have provided sufficient funds to the trustee or paying agent for payment in full of all principal of and interest on the Obligations which are Due for Payment.

This Policy is noncancelable. The premium on this Policy is not refundable for any reason, including payment of the Obligations prior to maturity. This Policy does not insure against loss of any prepayment or other acceleration payment which at any time may become due in respect of any Obligation, other than at the sole option of Ambac, nor against any risk other than Nonpayment.

In witness whereof, Ambac has caused this Policy to be affixed with a facsimile of its corporate seal and to be signed by its duly authorized officers in facsimile to become effective as its original seal and signatures and binding upon Ambac by virtue of the countersignature of its duly authorized representative.

President



Secretary

Effective Date:

Authorized Representative

THE BANK OF NEW YORK acknowledges that it has agreed to perform the duties of Insurance Trustee under this Policy.

Form No.: 2B-0012 (1/01)

Authorized Officer of Insurance Trustee